

1-1-1972

# A descriptive case study into the feasibility of establishing and maintaining region-wide collective bargaining in Massachusetts school union no. 64.

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A DESCRIPTIVE CASE STUDY INTO THE FEASIBILITY OF ESTABLISHING  
AND MAINTAINING REGION-WIDE COLLECTIVE BARGAINING  
IN MASSACHUSETTS SCHOOL UNION NO. 64

A Dissertation Presented

By

WAYNE LLOYD EMERSON

Submitted to the Graduate School of the  
University of Massachusetts in  
partial fulfillment of the requirement for the degree of

DOCTOR OF EDUCATION

May 1972

Major Subject: Educational Administration

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AND MAINTAINING REGION-WIDE COLLECTIVE BARGAINING  
IN MASSACHUSETTS SCHOOL UNION NO. 64


A Dissertation

By

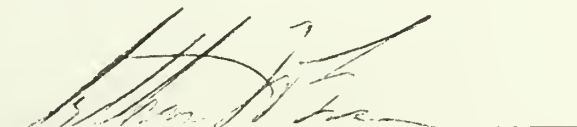
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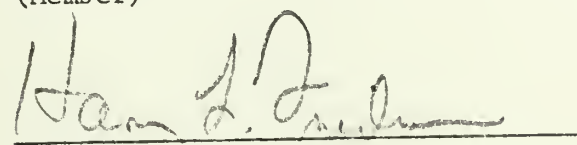
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May 1972

## ACKNOWLEDGEMENTS

I wish to dedicate this dissertation to the many people and organizations that have made it possible: the Massachusetts Teachers Association, and the State Department of Education and its Task Force on Collective Bargaining; the officials of the several school boards and local teacher associations in School Union No. 64; Dr. Yaglou, Superintendent of Schools and his administrative staff; Professors Roger Peck, Kenneth Blanchard, and Arthur Eve of the School of Education, and Dr. Harvey Friedman, Director of the Labor Relations and Research Center; and most importantly, my wife, Susan, and children, without whose patience and understanding this project would never have been completed.

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## C H A P T E R   I

### THE STUDY: INTRODUCTION AND METHODOLOGY

#### Introduction

In the United States public education is a function of state government. Each of the fifty states has both the power and the responsibility to establish and maintain a system of free public education for its citizens. In meeting their educational responsibilities the states have created semi-autonomous school administrative districts on local, city, regional, or county-wide basis.<sup>1</sup> Within the broad guidelines established by the respective states, local school boards have been entrusted with the governance of the local schools. The local board may be either an elected or an appointed body. The primary function of the local school board is that of establishing educational policy; the actual administration of the schools is (ideally) delegated to the superintendent of schools and his administrative staff.

Despite the popular myth that school boards are adjuncts of local government, they are instruments of state government created for the sole purpose of fulfilling the state's educational objectives. And as creations of the state, the state exercises plenary control over their functions. Accordingly, the state may "instruct, advise, direct, create, or abolish them in accordance with its (state) judgement

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<sup>1</sup> Hawaii is the exception to this statement. Hawaii has a single, state-wide school district.

regarding the welfare of education in the state".<sup>2</sup>

Historically there can be observed an accelerated trend toward a reorganization and consolidation of school districts. From an estimated 127,244 school districts in the United States in 1932, a recent study revealed that in the 1970-71 school year there were only 17,896 school districts, and of these 743 were classified as "non-operating" districts.<sup>3</sup> The extent of this decline in school districts is further highlighted by the fact that in the 1960-61 school year there were twice as many school districts as existed in the 1970-71 school year.<sup>4</sup>

Revenues for the operation of the public schools are obtained from several sources. In the 1970-71 school year it was estimated that 6.9 percent of the total revenue for public elementary and secondary schools came from the federal government; 41.1 percent from state and county governments; and, the remaining 52.0 percent from local sources.<sup>5</sup> It is this latter method of financing public education that is currently being tested in the courts, and which, in all probability, will be

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<sup>2</sup> Edgar Morphet, Roe Johns, and Theodore L. Reller, Educational Organization and Administration: Concepts, Practices and Issues (Englewood Cliffs, New Jersey: Prentice Hall, Inc., 1967), p. 269.

<sup>3</sup> National Education Association, NEA Research Bulletin, Vol. 49, No. 2, May 1971, pp. 52-53.

<sup>4</sup> Ibid., p. 53.

<sup>5</sup> Ibid., pp. 52-53.



replaced by a more equitable method of financing public education.<sup>6</sup> It was the 6 to 1 decision by the Supreme Court of California (Serrano v. Priest, General Civil No. 938254, Super. CT., Los Angeles County) that paved the way for similar assaults on school financing in a score or more states. Minnesota's system has been upset by a Federal court. And, in December a Federal three judge panel adopted the Serrano principle to strike down the Texas system. Developments in New York State indicate that basic reforms, if not exactly around the corner, may well be on its way. A blue-ribbon commission appointed by Governor Rockefeller and the Board of Regents in 1969 has recommended that the State assume responsibility for raising and distributing all public educational funds.<sup>7</sup>

President Nixon in his State of the Nation address on January 20, 1972 promised a federal substitute for the existing "oppressive and discriminatory" method of financing education through local property taxes. It was reported that government sources were recommending the adoption of a federal "value-added" tax as the source of educational revenues.<sup>8</sup>

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<sup>6</sup> See, for a detailed treatment of the "Serrano Jr., et al. and the school tax equality" issue, "A Challenge for Education: Making Ends Meet - Fairly", The New York Times, Annual Education Review, January 10, 1972, p. E1.

<sup>7</sup> "Schools: A Plan to Narrow That Dollar Gap", The New York Times, October 24, 1971, p. 14.

<sup>8</sup> "National Sales Tax Hinted by President", The Springfield Union, January 21, 1972, p. 1.

In the 1970-71 school year total expenditures (excluding capital outlay and interest) on public elementary and secondary day schools was almost \$36 billion - approximately 3% of the year's Gross National Product. It is further estimated that of these educational expenditures, between 80 and 85 percent were for the salaries of instructional and non-instructional personnel.<sup>9</sup> In many school systems teachers' salaries have increased substantially in the past few years, thus imposing additional financial burdens on local communities. There is little doubt that the introduction of teacher collective bargaining has strongly influenced this increase in teacher salaries.

Prior to 1962 no board of education in the United States was required by law to negotiate with its school teachers; and only a handful of school boards had voluntarily entered into written collective bargaining agreements with their school teachers and administrators. However, by the opening of the 1970-71 school year dramatic changes were evident. Fifteen states had passed separate bargaining legislation applying only to school employees; and, eleven other states had passed bargaining legislation guaranteeing bargaining rights to all public employees of the state and local governments.<sup>10</sup> While there exists

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<sup>9</sup> NEA, loc. cit.

<sup>10</sup> Alaska, California, Connecticut, Delaware, Florida, Kansas, Maryland, Minnesota, Nebraska, North Dakota, Oregon, Rhode Island, Texas, Vermont, and Washington all have so-called "teacher bargaining statutes"; Hawaii, Maine, Massachusetts, Michigan, Nevada, New Jersey, New York, Pennsylvania, South Dakota, and Wisconsin have bargaining legislation applicable to most other categories of public employees.

considerable differences between the various teacher bargaining statutes, the vast majority of these statutes either permit or require the school board to enter into collective agreements with certified teacher organizations.<sup>11</sup> The subjects of these agreements evolve around the wage, hour and working conditions trilogy. And, as the teachers have been interested in "improving" their wages, hours and working conditions, local boards have had to appropriate additional revenues to pay for these improvements.

In many instances local boards have resisted teacher demands with the result that the teachers have resorted to illegal work stoppages.<sup>12</sup> The statistics reveal that as teacher collective bargaining has spread, the incidence of strike activity has increased. In the 1962-63 school year there were only 15 recorded work stoppages involving an estimated 26,440 public school teachers; this increased yearly until in the 1968-69 year there were 347 work stoppages involving over 265,000 school teachers.<sup>13</sup> It is further reported that in the 1969-70 school year

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<sup>11</sup> The two major teacher organizations are the National Education Association and the American Federation of Teachers, AFL-CIO. In 1970 66 percent of the total instructional staff were employed in public school systems which had a labor agreement.

<sup>12</sup> Under certain conditions specific groups of public employees may engage in strike activities in Hawaii and Pennsylvania. The Vermont public employee bargaining statute can be interpreted to permit strikes by some public employees in specific circumstances.

<sup>13</sup> LMRS, Public Employee Strikes: Causes and Effects (Washington: Labor Management Relations Service, 1971), p. 14.

there were about 37% more strikes than in the previous year. Strong arguments may be made that teacher strikes will increase both in number and intensity in the years to come.

Collective bargaining replaces the traditional unilateral decision making process with bilateral negotiations. Concern is increasingly being expressed that in so doing, collective bargaining has imposed such additional demands upon school board members that many members are reluctant to seek re-election. In commenting upon the impact of collective bargaining on local board members, Professor Unruh of Saint Louis University states that "(s)ome capable men may be discouraged from serving on the local board and giving of the time required to carry on the work, or to expose themselves to certain kinds of abuse which is often directed toward them personally." He further states, "(o)thers may drop their membership while recalling the 'good old days'".<sup>14</sup> Presumably the good old days to which he refers are a bygone era during which the demands made of a board member were minimal.

Leiberman and Moskow are in agreement that collective bargaining will complicate the school board member's job. However, they go further and predict that the "(b)oard members will find it increasingly difficult to participate in negotiations opposite the negotiation leaders (union) who work full time at the task". Yet they believe that the local board will be reluctant to utilize the services of professional

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<sup>14</sup> Adolph Unruh. "Learning the Art of Confrontation", Peabody Journal of Education, Vol. 46 (January 1968), p. 235.



negotiators because the boards do not want to be further removed from the control of the decision-making process.<sup>15</sup> The authors also predict that the bargaining power of the local boards will tend to diminish because both the boards and their administrative staffs lack the professional assistance currently available to the local teacher organizations.

Many educational leaders have been groping for an effective alternative that will provide teachers with an effective voice in educational decision-making, while at the same time freeing board members from the added demands imposed upon them by teacher collective bargaining. Dr. Helsby, Chairman of the Public Employment Relations Board for the State of New York has suggested that "regional" collective bargaining is the answer. He comments that "...the question is increasingly being raised as to whether there should be some form of regional negotiations for all of the school districts of a particular county or region, or perhaps even statewide negotiations for all teachers". "Education will," he goes on to say, "experience increasing difficulty unless some form of more centralized negotiations can be developed. The regional approach has, in my (Helsby) opinion, real merit despite inherent difficulties in getting such a system launched."<sup>16</sup>

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<sup>15</sup> Myron Leiberman and Michael Moskow. Collective Negotiations for Teachers: An Approach to School Administration (Chicago: Rand McNally & Co., 1966), p. 412.

<sup>16</sup> "Regional, Statewide Bargaining Advocated for School Negotiations", PERB News, Vol. 3, No. 9 (September 1970), p. 1.

The New York State Education Commissioner, Ewald Nyquist, at a joint press conference suggested that all collective negotiations in school districts be centralized. He states that "(w)e are working toward eventual negotiations on a state-wide basis. A radical change such as this, however, will not occur overnight, but will take a period of years to bring about and require a new plan of financing." He goes on to say that "the present district-by-district negotiations arrangement is wasteful, detracts from effective administration of the school district and encourages whipsawing techniques."<sup>17</sup>

More recently, at a four-day meeting of the American Assembly on "Collective Bargaining in American Government", the Assembly recommended that centralized multi-employer and multi-union bargaining be adopted in public employment. It is their opinion that, "the broadening of bargaining can help avoid the confusion of dealing with a multiplicity of bargaining units, can raise the level of expertise, and lower the cost of negotiations."<sup>18</sup>

The concept of multi-employer bargaining is not new. It has been utilized in the private sector of the economy for many years. The reasons for the development of the various types of multi-bargaining

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<sup>17</sup> "Regional, Statewide Bargaining Advocated for School Negotiations," PERB News, Vol. 3, No. 9 (September 1970), p. 1.

<sup>18</sup> LMRS Newsletter, Vol. 2, No. 12 (December 1971), p. 3.

structures vary from industry to industry in the private sector. Sometimes the union is responsible for its adoption; other times it is the employer who takes the initiative. Generally speaking it is the desire to "remove wages from competition" that motivates unions to seek multi-employer bargaining relationships. This is particularly true in those industries that are labor intensive and where wages account for a significant portion of the total cost of the product. Employers have supported multi-unit bargaining because it gives them protection against losses from strikes. In such industries as transportation, building construction, or retail trade, a union can strike each firm individually. However, when employers form a common front, the union power is blunted because a strike means a strike for the entire industry. In an industry-wide strike it means a loss of employment to all union members, and no one employer benefits from a strike against other employers.

Still another reason why both unions and employers in the private sector prefer multi-unit bargaining is that it simplifies contract negotiation and administration. It enables professionals to be utilized by both sides. More expert attention can be focused upon complex issues unique to the industry. In addition, unions like multi-unit bargaining because it makes it more difficult for a rival union to gain a foothold in the industry.<sup>19</sup>

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<sup>19</sup> For a detailed summary of multi-employer bargaining in the private sector refer to: Gordon F. Bloom and Herbert R. Northrup, Economics of Labor Relations (Homewood, Illinois: Richard D. Irwin, Inc., 1969), pp. 204-226.

While multi-employer bargaining in the public sector is common in a few other countries,<sup>20</sup> it is rare in this country. There is only one recorded example of a successful multi-employer bargaining relationship in the public sector in the United States. This is the so-called "Minnesota Experience."<sup>21</sup>

Minnesota Experience. In a definitive study, David Norrgard has described the evolution of multi-employer bargaining between the Minnesota Twin City Metropolitan Area Managers Association (MAMA) and the International Union of Operating Engineers (IUOE), Local 49, AFL-CIO.<sup>22</sup> The central theme of this study is that an increase in population in the Twin Cities area resulted in the demand for increased local services. This, in turn, resulted in larger public employment and the eventual adoption of a city manager form of administration. With the tendency toward impersonality in employment practices, unionism flourished, and IUOE, Local 49 emerged as the dominant voice among municipal employees in the area.

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<sup>20</sup> England and British Columbia have multi-employer collective bargaining. The uniqueness of their industrial relations systems limits their applicability in this country. For example, over 90% of British municipal employees are unionized, and the Terms and Conditions Act Requires that once a majority of public or private employees in a geographic area are observing a given wage rate, all employers are required to pay that wage rate. Sam Zagoria, "British Multi-Employer Bargaining Works," LMRS Newsletter, Vol. 2, No. 12, (Dec. 1971).

<sup>21</sup> David L. Norrgard, "The Minnesota Experience," LMRS Bulletin, No. 10, pp. 1-10.

<sup>22</sup> Ibid.



Starting in the mid-1950s the city managers in the Twin Cities area began meeting occasionally for lunch to explore common problems of electric and gas regulation, sewage treatment, and questions of salaries and wages of public employees. Larkin McLellan, business agent for Local 49, in an attempt to lessen the demands of his office (he was required to travel throughout a large geographic area and make nearly identical presentations in a compressed time period, often 15 to 20 hours a day), began attending these luncheons and explaining his Union's demands to the assembled managers. Through the next several years a ritual was established regarding these meetings. McLellan and his associates would attend what had now become regularly scheduled meetings of the city managers, and make a preliminary presentation of the Union's demands. It was believed that if the managers were briefed on the Union positions, they would be better prepared in presenting their budget proposals to the city councils.

After several years of such experience, the managers and the Union began to exchange formal written opinions. These were reported back to the respective parent bodies in the form of recommended settlements. This was later expanded to include "informal, non-binding agreements" between the managers and the union officials. These non-binding agreements were usually accepted by the respective city councils, and formalized into a collective agreement.

In 1967 Professor Cyrus Smythe of the University of Minnesota was retained to assist the NAMA in establishing a more formalized multi-employer bargaining relationship. Drawing upon his experience as a

negotiator in the private sector, Professor Smythe was able to assist the parties in establishing the existing bargaining relationship. Under his guidance the two core cities of Minneapolis and St. Paul, seven counties and 133 cities and villages have established a viable multi-employer bargaining relationship.

Drawing upon his intimate knowledge of the successful Minnesota Experience, Professor Smythe has identified several "pre-conditions" for the successful establishment of a multi-employer collective bargaining relationship in the public sector.<sup>23</sup> According to Professor Smythe, the probabilities of successful multi-employer collective bargaining are greatest if:

1. The employers are similar in terms of the level of government within a given geographic region;
2. The employers are similar in terms of their legal authority to implement settlements;
3. The employers are similar in terms of their financial resources;
4. The employers are similar in their attitudes towards unions;
5. The employers are committed to the logic of establishing and maintaining equal wages, hours and benefits of a major nature between the various employers within a geographic region for similar categories of employees;

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<sup>23</sup> Cyrus F. Smythe, Jr., "Public-Private Sector Multi-Employer Collective Bargaining: The Role of the Employer Representative," Unpublished Working Paper, dated June, 1971, pp. 18-20.

6. The same union organization has bargaining rights in similar bargaining units with the separate employers;
7. The employers compete in the same labor markets;
8. The union has a desire to equalize the major conditions of employment in their separate bargaining relationships within a geographic region; and
9. The individual political units have a professional full-time management -- city manager, school superintendent, or county manager.

According to Smythe, "(t)o the extent that these conditions are not all met, the probabilities of a constructive multi-employer unit being established and maintained are reduced."<sup>24</sup> And, "the relationship can endure only as long as the communities, the employees, and the union continue to perceive that the benefits outweigh the disadvantages."<sup>25</sup> Furthermore, once multi-bargaining has been established the onus is placed on both the employer group and the union representatives "to prove to their constituencies that the multi-employer approach is a more satisfactory approach than the constant previous problems of one-upmanship and/or down-manship."<sup>26</sup>

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<sup>24</sup> Cyrus F. Smythe, Jr., "Public-Private Sector Multi-Employer Collective Bargaining: The Role of the Employer Representative," Unpublished Working Paper, dated June, 1971, p. 19.

<sup>25</sup> Ibid., p. 14.

<sup>26</sup> Ibid.

Region-Wide Collective Bargaining in Public Education. The chain-of-events leading up to this report are as follows. On January 23, 1968, the Massachusetts Board of Education appointed a group of 15 persons to its newly created Task Force on Collective Bargaining. These persons were selected on the basis of their expertise in the areas of public education and labor relations. This Task Force had been created as a result of numerous petitions to the Department of Education requesting the Department's assistance in resolving the major problems surfacing in the area of collective bargaining in the public schools. The functions of the Task Force were "to examine the problems associated with Chapter 763 of the Acts of 1965 (the Teacher Bargaining Statute)."<sup>27</sup>

The problems to be explored consisted of:<sup>28</sup>

(t)he question of what is negotiable, what constitutes a condition of employment, a study of current impasses, the viability of fact-finding, periods of necessary adjustment under collective bargaining, sample contracts, the diverse needs of teaching and administrative personnel, grievance procedures, binding and/or compulsory arbitration, the Commonwealth's role and other pertinent subjects.

After a year's deliberation, the Task Force issued a definitive report entitled, "Report of the Task Force on Collective Bargaining in Public Education to the Massachusetts Board of Education." This report

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<sup>27</sup> Letter of appointment to Professor Friedmand, Assistant Director of the Labor Relations and Research Center, University of Massachusetts from Mr. Owne B. Kiernan, Commissioner of Education for the Commonwealth of Massachusetts, dated January 23, 1968.

<sup>28</sup> Ibid.



was to become the basis for a manual entitled, A Guide to Collective Bargaining in the Public Schools of Massachusetts.<sup>29</sup>

The Task Force remained inactive until 1970 when Neil Sullivan, Commissioner of Education, reconvened it "to consider the possibility of bargaining with cities and towns on a county basis in order to save time of the school committees, teachers and negotiators."<sup>30</sup> Initially Worcester County was to serve as the "pilot county" for multi-employer bargaining in the public schools; however, the county-wide approach was later abandoned in favor of a "region-wide" pilot program. The ultimate decision was to focus on the five towns comprising School Union No. 64.<sup>31</sup> This particular regional area seemed most receptive to the introduction of "regional negotiations": the Massachusetts Teachers Association had locals in each of the local schools; the communities were of the same approximate size and ethnic background; and, perhaps most importantly, the parties (board members and teacher organization officials) had indicated an interest in such a proposal. It thus appeared

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<sup>29</sup> Massachusetts Department of Education, A Guide to Collective Bargaining in the Public Schools of Massachusetts (Boston: 1969).

<sup>30</sup> Letter to Task Force members from Commissioner Sullivan dated June 11, 1970. An accompanying memorandum stated that "Commissioner Sullivan has offered this process as an alternative to the hundreds-of-thousands of man hours expended by school committees, administrators, and teacher organizations on professional negotiations during the past year."

<sup>31</sup> The five towns are : Holden, Paxton, Princeton, Rutland, and Sterling. Each community has a local school board for grades K-8. There is a regional board for grades 9-12. The five K-8 grades comprise School Union No. 64. Reference to School Union No. 64 is understood to include the Wachusett Regional School District.

that the cards were stacked in favor of establishing multi-unit collective bargaining.

An initial exploratory meeting was held in Auburn, Massachusetts on July 29, 1970 between the Task Force and representatives of the several local and regional school committees. The Task Force explained the concept of multi-employer bargaining and attempted to persuade the board members to adopt it in Union No. 64. A second exploratory meeting was held in Auburn on December 3, 1970 between the Task Force and state and local representatives of the Massachusetts Teachers Association. The results of these two meetings are explained in detail later in this study.

It was at this second meeting that the researcher offered his assistance in analyzing the several existing board-union labor agreements for purposes of identifying areas of commonality around which a "master" labor agreement might be negotiated. This offer was immediately accepted. An analysis was made, and a preliminary report was delivered to a joint Union-Regional school board meeting in Holden in October of 1971. The results of this analysis appear later in this study.

Purpose of the Study. Today, despite the efforts of the Department of Education, the parties appear no closer to adopting some form of region-wide collective bargaining than they were in 1970; and, although Union No. 64 appeared to be an ideal region within which to establish multi-board collective bargaining, for all practical purposes, the Task Force's efforts have met with failure. While it would appear that regional collective bargaining is desirable, the question arises -

is it feasible? This study is directed toward the question of the feasibility of establishing region-wide collective bargaining in School Union No. 64.

### Methodology of the Study

The methodology utilized in this study is threefold: the investigator has explored current literature on the subject of multi-employer bargaining in the public sector of the economy; he has examined the five communities' socio-economic data; and, he has used questionnaires and interviews to depict the attitudes of the key actors toward the concept of region-wide collective bargaining.<sup>32</sup>

Literature. This study has been hampered by a paucity of information on multi-employer bargaining in the public sector. While there is ample information available on multi-unit bargaining in the private sector, it is not generally relevant for the purposes of this study. For example, the motivation (competition) that led private employees to adopt this multi-unit approach does not exist in the public sector. In the public sector employers do not fear being forced out of business by

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<sup>32</sup> The principle sources of information have been the Massachusetts Department of Education, the Massachusetts Teachers Association, the Massachusetts Department of Commerce and Development, the Office of the Superintendent of Schools for School Union No. 64, and the individual board and association officials. This has been supplemented with consultations with recognized experts in the fields of labor relations, labor law, and public school administration.

rival firms, and public employees (at least until recent years) did not fear being laid off due to a deficiency in demand for their services.

In addition to Norrgard's "Minnesota Experience,"<sup>33</sup> the remaining literature on multi-employer bargaining in the public sector consists of: Ten Haken's Regional Negotiations;<sup>34</sup> Doherty's Multi-Employer Bargaining in Education;<sup>35</sup> Gundermann's Multi-Employer Bargaining;<sup>36</sup> and, Smythe's Public-Private Sector Multi-Employer Collective Bargaining.<sup>37</sup>

Questionnaire. A questionnaire was constructed and administered to both board and teacher organization officials in an effort to determine their attitudes toward the concept of region-wide collective bargaining in School Union No. 64. The questionnaire consisted of two parts. The first part contained a semantic differential developed by the team of Osgood, Susi, and Tannenbaum.<sup>38</sup> They had established the

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<sup>33</sup> Norrgard, loc. cit.

<sup>34</sup> Richard E. Ten Haken, Regional Negotiations. A paper presented at the New York State School Board's Convention at Syracuse, New York on October 26, 1970.

<sup>35</sup> Robert Doherty, Multi-Employer Bargaining in Education: Prospects and Problems, an unpublished manuscript.

<sup>36</sup> Neil M. Gundermann, "Multi-Employer Bargaining: For and Against," LMRS Newsletter, Vol. 2, No. 9, (September 1970).

<sup>37</sup> Smythe, loc. cit.

<sup>38</sup> C. E. Osgood, G. Susi, and P. Tannenbaum, The Measurement of Meanings (Urbana: University of Illinois Press, 1967).

reliability of their instrument through numerous and exhaustive tests. The semantic differential utilized in this study consisted of eight key phrases relating to the concept of regional negotiations. Under each phrase were arranged fourteen scales. These scales were chosen in accordance with the following logic. Osgood, et al., utilizing the Thurstone Centroidal Factor Analysis Method, discovered a means of determining which items (i.e., "good" vs. "bad") were most useful in developing semantic differential instruments. They found that certain words (factors) were identifiable as "evaluative" factors, as "potency" factors, and as "activity" factors. In designing the semantic differential, only those factors with a "loading" of .75 or higher were used. To provide even greater reliability, all of the .75 or higher "evaluative" factors in their Table of Rotated Factors Loading Analysis were used.

The second part of the questionnaire consisted of two open-ended questions designed to elicit each party's response to two questions. These questions were designed to reveal (1) what was perceived to be the principle advantages and/or disadvantages of region-wide collective bargaining; and (2) would the board (union) constituents support the concept of regional collective bargaining. The results of the questionnaires are explained in Chapter III.

Interviews. The investigator has conducted interviews with the key participants in the existing collective bargaining relationships in School Union No. 64. The general thrust of these interviews has been to expand upon the above two questions, and to have the interviewees



describe their respective communities and organizations. The results of these interviews are explored in depth in Chapter III.

Design of the Study. The design of this study is as follows. Given the Department of Education's unsuccessful efforts to persuade the local boards and local associations to join for purposes of negotiating a single, master agreement, the investigator has attempted to determine whether regional negotiations are feasible in School Union No. 64.

To determine this feasibility, the researcher has drawn upon Professor Smythe's "preconditions" for successful multi-employer bargaining relationships. The communities, both singularly and as a group, have been analyzed with reference to these preconditions. While the researcher could answer in the affirmative to most of the preconditions, there were some that required closer examination. Where this has occurred, an in-depth analysis has followed.

Referring back to Smythe's preconditions, we find that the local boards are at the same level of government; they do possess equal contractual powers; they do employ a common professional administrator; and, the same classes of employees are represented by the same union. The question of feasibility hinges upon three important preconditions: first, whether the local communities are financially able to participate; second, whether the parties actually want to participate; and, finally, whether the parties can legally participate. A chapter has been devoted to the exploration of each of these key questions. Obviously, if the parties are either unable (legally or fiscally) or unwilling to participate the probability of establishing regional negotiations will be

very low - if not impossible.

Assuming for the moment that the preconditions are all met, the related question arises as to the relative ease with which the existing labor agreements can be "blended" into a single, all-inclusive master labor agreement. This question is explored in Chapter III.

Thus, the design of this study has been: first, to determine the fiscal compatability of the five communities; second, to assess their attitudes toward regional negotiations; and third, to explore the legality of such a joint venture.

Limitations of the Study. The limitations of a study of this nature are many. That which follows represents what are perceived to be the major limitations: first, the scarcity of related research information from which may be obtained certain benchmarks for guidance; second, the lack of community economic and social data that is both current and in a form appropriate for comparative purposes;<sup>39</sup> third, the necessity of treating key social, economic, and political variables as independent of one another; fourth, the general reluctance on the part of key individuals to cooperate in supplying both factual and opinionated data; and finally, the researcher's ability to interpret the subjective and/or perceptual responses to the interviews and questionnaires. Given these, and other limitations, the researcher nevertheless believes that

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<sup>39</sup> The economic data utilized in this study is for the 1970-71 school year. More recent data is not available in sufficient quantities for utilization. Despite the fact that some of this information is now dated, the researcher believes that it has not changed sufficiently to alter the conclusions of the study.

a "reasonably" accurate assessment of the feasibility of introducing region-wide collective bargaining in School Union No. 64 can be made. And, it is further believed that the information obtained will provide a conceptual basis for assessing the feasibility of introducing some form of multi-employer bargaining in other areas of local government.

Underlying Assumptions. This study is predicated upon the following assumptions:

1. It is assumed that Professor Smythe's "preconditions" for successful multi-employer bargaining in the public sector represent an accurate and comprehensive benchmark upon which this study may be based;
2. It is assumed that region-wide collective bargaining will not be feasible unless the parties are legally, financially, and emotionally willing and able to participate;
3. It is assumed that region-wide collective bargaining will culminate in a "master" agreement that will, more-or-less, standardize the employment throughout the communities in School Union No. 64;
4. It is assumed that the resulting master agreement will impose additional financial burdens upon some of the participating communities; and,
5. It is assumed that the quantity and quality of the data is adequate for the purposes of formulating a valid conclusion on the feasibility of introducing a voluntary region-wide collective bargaining relationship in School Union No. 64.

Conclusion of the Study. Despite the existence of most of the conditions considered prerequisites for the introduction of region-wide collective bargaining, it is the investigator's conclusion that regional negotiations are not feasible at this time. This conclusion is based upon the widespread reluctance of the parties (board members, voters, and state and local association members) to participate in this joint venture. This reluctance can be traced to their shared belief that region-wide negotiations will improve the other side's bargaining power at the expense of their own.

## CHAPTER II

### REGIONAL PROFILE: FISCAL COMPATIBILITY

It will be recalled that one of the preconditions for the successful establishment of multi-employer, or region-wide, collective bargaining is that the employers be similar in terms of their financial resources. The rationale underlying this observation rests upon the probability that regional negotiations will result in a master agreement that will standardize the employment conditions throughout the regional area at a level higher than before. Participating communities must therefore: (1) have the financial resources to meet the required additional expenditures, and (2) have the willingness to utilize these resources for educational purposes. Thus, a consideration of fiscal compatibility evolves around two related factors: fiscal capacity and fiscal effort. The remainder of this chapter is devoted to a comparative analysis of the five communities' ability to finance the terms of the proposed master agreement.

As has been stated, region-wide collective bargaining may be expected to culminate in a master labor agreement that will standardize employment conditions throughout the regional area. Indeed, it is the very prospect of standardization that has provided the major impetus for exploring region-wide collective bargaining as an alternative to the present system of bargaining. In addition to alleviating the inefficiencies inherent in negotiating and administering several agreements, both parties can benefit in other respects. For example, it may be argued



that the local associations stand to benefit through the greater services that the state organization will be able to provide. The state organization will benefit through strengthening the locals thereby eliminating potential rival unions. The boards would, of course, benefit by being removed from the locals' bargaining tactics of playing one local board against another (whipsawing).

While the exact terms of the proposed master agreement are logically indeterminant, it is reasonable to expect that the terms may be such as to require some participating communities to appropriate additional tax revenues. This added cost could result from an increase in either the level or scope of the contract subject matter.

With respect to the level at which the employment conditions might become standardized in a master agreement, it is only reasonable to expect that the teacher representatives will seek to include all of the "better" provisions of the existing local agreements in the new master agreement; likewise, it may also be reasonably assumed that the board's representatives will attempt to incorporate those provisions found in the "poorer" agreements. The resulting level at which the employment conditions will become standardized will be a function of the parties' relative bargaining power. However, as unions are known for clinging tenaciously to what they have obtained in the past, it becomes extremely doubtful if they would (or could) accept a settlement at a level less than they had previously negotiated.

An increase in the scope of bargainable subjects could also be expected to impose added financial burdens on the participating

communities. The Massachusetts municipal bargaining statute defines as mandatory bargaining subjects, "wages, hours and other conditions of employment."<sup>40</sup> It is the latter part of this trilogy that requires special attention because it is this that has been instrumental in expanding the scope of bargaining subjects in the private sector.

"Other conditions" may be interpreted as to include many or few subjects. While the school boards understandably prefer that the phrase be interpreted in the narrowest possible manner, the teachers obviously prefer to have it interpreted to include virtually all aspects of public education. As the Massachusetts Labor Relation Commission hears charges of unfair labor practices resulting, in part, from the refusal of one side to discuss particular subjects, it becomes useful to look to it for a prediction on whether the scope of bargainable subjects will expand in the future. And, as the Massachusetts Labor Relations Commission looks to decisions from the private sector for precedent, it may be expected that the scope of bargainable subjects will expand in the public sector as it has in the private sector. Commissioner Stephen McCloskey, in a reply to a question on "what is negotiable," offered the following answer:<sup>41</sup>

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<sup>40</sup> Chapter 763 of the Acts of 1965, amending Section 178 of Chapter 149 of the General Laws of the Commonwealth of Massachusetts.

<sup>41</sup> Letter from Labor Relations Commissioner, Stephen McCloskey, to Dr. William Wallace, Chairman of the Department of Education Task Force on Collective Bargaining, dated August 14, 1968.

(E) extra pay for extra duty, level of professional preparation, credit for prior service, in-service education, discharge procedure, preparation periods, transfer policy, class size, duty-free lunch, grievance procedures, salaries, check-off, sick leave, teachers' evaluation, consultation with Superintendent, school meetings, sabbatical leave, hospital and medical care. Also, full participation by the teacher organizations as to the top policy-making with management groups. ...there is nothing that should be standardized to the point that there is no fluidness to operate. All issues should be flexible, although some minimum type of standards should be kept. There is nothing as permanent as change and here it is. (italics added)

It would thus appear that communities who are similar in fiscal ability would have less difficulty in establishing and maintaining regional negotiations than would communities with substantial differences. It seems only plausible that there exists a direct relationship between the degree of community fiscal compatibility and the probability of introducing region-wide collective bargaining.

The question now arises as to how do you determine relative fiscal compatibility. The remainder of this chapter is devoted to exploring this question. Because fiscal compatibility involves a consideration of a community's financial resources (fiscal capacity), and their willingness to use them (fiscal effort), these two topics will be explored separately.

#### Regional Profile: Fiscal Capacity

Individual community statistics gathered for this study make it possible to analyze existing disparities between each of the five communities comprising School Union No. 64. Although a community's equalized

property valuation per school attending child is generally regarded as the principle index of a local community's ability to pay, the researcher has elected to supplement this one index with two complimentary indexes: general net debt as a percent of equalized property valuation; and, percent of school attending children in public school membership. These latter two indexes are introduced to correct for possible errors or discrepancies inherent in the former index.

Equalized Property Valuation per School Attending Child (EPV/SAC).

EPV/SAC is widely regarded as the principle measure of a community's ability to support its schools.<sup>42</sup> This method reflects the size of the tax base available for local property taxation on an equalized basis. It utilizes the local property as the tax base because, for all practical purposes, local property is the tax base for generating educational revenues.

EPV/SAC is an extremely useful tool for determining relative local community fiscal capacity because it "equalizes" the property values in each community according to some fixed ratio to full market value for the state as a whole.

The adequacy of EPV/SAC as a measure of relative community capacity to finance the public schools is affected by the community's requirements

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<sup>42</sup> See for example, Paul R. Mort, Walter C. Reusser, and John W. Polley, Public School Finance: Its Background, Structure and Operation (New York: 3rd ed., McGraw-Hill Book Co., 1960), pp. 115-123; R. L. Johns, "Indirect Measures of Local Ability to Support Schools" Trends in Financing Public Education, Proceedings of the Eighth National Conference on School Finance, Committee on Educational Finance; and, Steven J. Weiss, Existing Disparities in Public School Finance and Proposals for Reform, Research Report No. 46 (Boston: Federal Reserve Bank, February, 1970).

to finance non-school programs, and by the fact that local property valuations are not kept up to date as improvements are made. Given these limitations, the EPV/SAC does, nevertheless, provide a useful device for comparing and contrasting relative community fiscal capacity.

The EPV/SAC index is determined by dividing a community's aggregate equalized property valuation by all school-aged children residing in the community. A school attending child may be defined as any minor child in any school (K-12) who resides in the local community as reported by the superintendent of schools on October 1st of the school year.

Table I summarizes the EPV/SAC data for each of the five communities represented in School Union No. 64. For ease of presentation and comprehension, the statistical data has been arranged in the following manner: each community's EPV/SAC has been expressed as a dollar amount; next it has been expressed as a percent of the region's average; and, finally it has been represented diagrammatically through the use of a bar diagram. To further aid in comparing and contrasting fiscal capacity, the mean, mean deviation, and range for the regional EPV/SAC has been computed and offered. This same statistical approach has been utilized throughout this section.

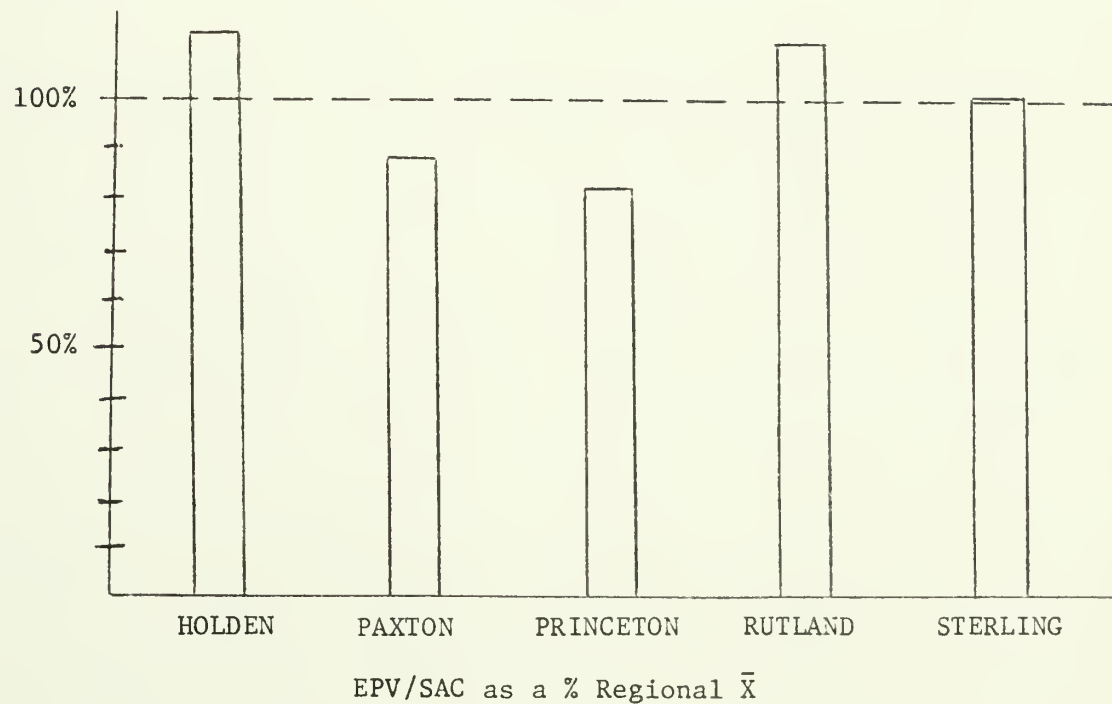
The data in Table I suggest that there exist no "significant" differences in the communities' EPV/SAC. They appear to be in a closely ranked order with Holden having the largest EPV/SAC and Princeton the smallest. The EPV/SACs of the remaining communities range between these two extremes. The EPV/SAC mean deviation from the regional average is about \$2,100.00.



TABLE I

EQUALIZED PROPERTY VALUATION PER SCHOOL-ATTENDING CHILD: 1970  
 (EPV/SAC)\*

<u>COMMUNITIES</u>	<u>EPV/SAC (\$)</u>	<u>% REGIONAL <math>\bar{X}</math></u>
HOLDEN	\$ 19,692	114.8%
PAXTON	15,106	88.0%
PRINCETON	13,944	81.3%
RUTLAND	19,364	113.9%
STERLING	17,652	102.9%
MEAN	17,156	100.0%
MEAN DEVIATION	2,100	
RANGE	5,748	



Source: State Department of Education, Analysis of School Aid to Massachusetts Cities and Towns: Chapter 70 Amended, Distribution Years 1970-1971. Boston: State Department of Education, 1971.

\* Dollar values have been rounded to the nearest dollar; all percentages have been computed to the nearest tenth of a percent.

General Net Debt as a Percent of Equalized Property Valuation. As was mentioned earlier, the adequacy of EPV/SAC as an index of relative ability to finance a given level of educational expenditures is affected by a community's prior obligations to appropriate tax revenues to finance public, non-school connected programs. General net debt as a percent of equalized property valuation (GND/EPV) has been utilized as a means for correcting for this limitation on EPV/SAC. It is obvious that if two communities have the same EPV/SAC, but one has a high ratio of GND/EPV, this latter community may be considered less able to finance its public schools than the former community.

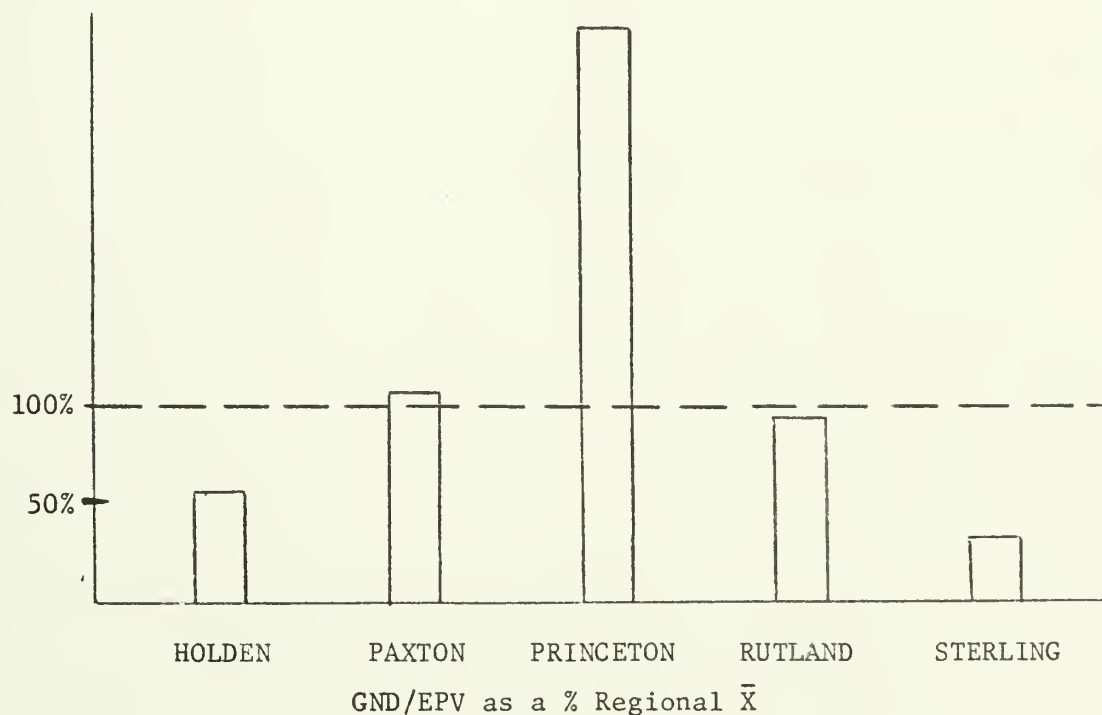
The data offered in Table II follows the same format as that established in Table I. The information is presented both on a community-to-community basis, then as a percent of the regional average. The extent of the similarities and/or differences are represented pictorially by a bar graph. Excluded from the GND/EPV are community debts for such self-liquidating municipal projects as water works, sewage treatment, and municipal lighting projects.

It is apparent from the information presented that significant variations do exist in the five communities' GND/EPV. Holden, which had the highest EPV/SAC, has the distinction of having the next to lowest GND/EPV. Princeton, on the other hand, has a GND/EPV ratio about five times as great as that of Holden, and about ten times as great as that of Sterling. As the bar diagram clearly depicts, it is Princeton that clearly stands out in the group as the one community with the greatest non-school financial commitment.

TABLE II

GENERAL NET DEBT AS A PERCENT OF EQUALIZED PROPERTY VALUATION: 1970  
(GND/EPV)\*

<u>COMMUNITIES</u>	<u>GND/EPV (%)</u>	<u>% REGIONAL <math>\bar{X}</math></u>
HOLDEN	2.40%	53.5%
PAXTON	4.69%	104.5%
PRINCETON	10.26%	228.5%
RUTLAND	4.14%	92.2%
STERLING	1.30%	30.0%
MEAN	4.48%	100.0%
MEAN DEVIATION	2.32%	
RANGE	8.96%	



Source: Massachusetts Teachers Association, 1970 Background Data and Profile Sheets for Comparing School Districts in Respect to Payment of Adequate Salaries to Teachers: Part I, Research Bulletin No. 701-9.

\* All percentages have been rounded to the nearest tenth of a percent.

Percent of School Attending Children in Public School Membership

(SAC/PSM). The SAC/PSM ratio is offered to correct an additional limitation on the EPV/SAC index as a measure of a community's capacity to finance the public schools. It will be recalled that a "school attending child" is any minor child in "any" school in the local community as reported by the superintendent of schools. To accurately reflect the community's capacity to pay, consideration must be given to the public funds required to support the education of children actually in the public schools of that community. For example, two communities may have approximately the same EPV/SAC and GND/EPV; but one of them may have 99% of its children in its public schools, whereas the other may have only 75% of its children in its public schools. It would be inaccurate to equate these two communities in terms of fiscal capacity to support their public schools. The latter community would obviously have greater fiscal capacity.

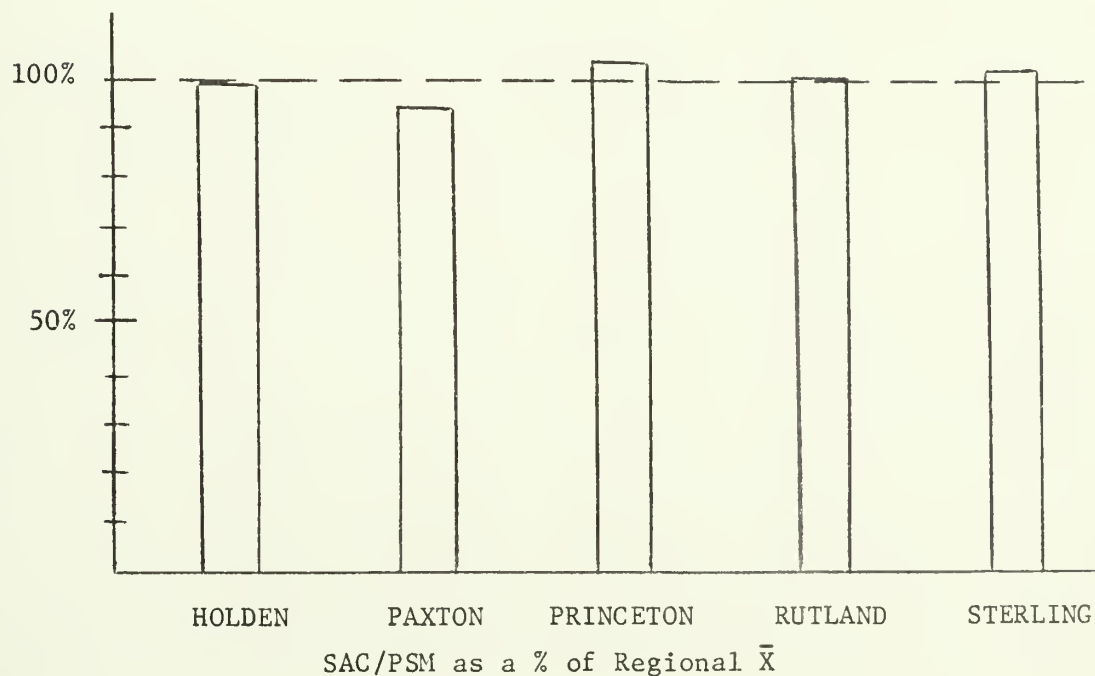
The relevant SAC/PSM statistical data is summarized in Table III. Employing the same format as that utilized in the previous two tables, it may be observed that there are no considerable differences between the five communities. Paxton appears to be the "best" off with only 86% of its children actually in attendance in the public schools. Princeton, on the other hand, once again has the dubious honor of ranking lowest of the group.

Let us pause now and survey the findings thus far. It appears from the statistical data assembled that, with the exception of Princeton, there is relatively little difference in the communities' fiscal capacity

TABLE III

% OF SCHOOL-ATTENDING CHILDREN IN PUBLIC SCHOOL MEMBERSHIP: 1970  
 (SAC/PSM)\*

<u>COMMUNITIES</u>	<u>SAC/PSM (%)</u>	<u>% REGIONAL <math>\bar{X}</math></u>
HOLDEN	90.0%	99.3%
PAXTON	86.0%	94.9%
PRINCETON	94.0%	103.8%
RUTLAND	91.0%	100.4%
STERLING	92.0%	101.5%
MEAN	90.6%	100.0%
MEAN DEVIATION	1.6%	
RANGE	8.0%	



Source: Massachusetts Teachers Association, 1970 Background Data and Profile Sheets for Comparing School Districts in Respect to Payment of Adequate Salaries to Teachers: Part I, Research Bulletin No. 701-9.

\* All percentages have been rounded to the nearest tenth of a percent.



to support their public schools. Generally speaking, it is Holden and Rutland that rank highest in terms of fiscal capacity. Sterling and Paxton appear about equal with respect to their fiscal capacity. There appears to be no pattern between the communities' relative ranking with respect to the three indexes: while Holden ranks highest in EPV/SAC, it ranks fourth in SAC/PSM; Rutland ranks second in EPV/SAC and third in GND/EPV; and Paxton and Sterling "float" around the group average. It is only Princeton that is consistent in its relative ranking and it has consistently been ranked last by each of the indexes. Princeton has the lowest equalized property valuation per school attending child, the highest percent of net debt to equalized property valuation, and the highest percent of its children attending its public supported schools.

Before we make any premature judgements regarding Princeton's fiscal ability to participate in regional negotiations, let us now consider the second facet of fiscal ability - community willingness to utilize its resources for educational purposes.

#### Regional Profile: Fiscal Effort

A community's relative willingness to utilize its limited resources to support its public schools is evidenced by the fiscal actions of the local school committee. In Massachusetts the local school boards have fiscal autonomy. If after having followed appropriate procedures, a local school board deems that certain funds are necessary for the support of the public schools, but the community (city council or town meeting) refuses to appropriate these funds, a suit may be brought in equity in

superior court against the community. The court may order the community to appropriate the necessary funds together with a "deficiency" judgment of twenty-five percent.<sup>43</sup>

When a local board exercises its fiscal autonomy, it presumably does so after having made an assessment of (1) the community's fiscal capacity to pay, and (2) the relative value the community places upon education. Although the local board does possess a degree of fiscal autonomy that can permit it to act contrary to the desires of a majority of the voters in the short run, it is doubtful that it can continue to impose its will over that of the voters in the long run. The information that follows reflects the local boards' assessments of their respective communities' capacity and willingness to finance their public schools.

Generally speaking, the "basic" school tax is the most widely utilized index of a community's local willingness to support its public schools. For purposes of comparison, this study has utilized the equalized school tax rate as the principle measurement of local willingness or effort. This index has been supplemented by statistical data on community school taxes as a percent of total local expenditures, and community per pupil expenditures (K-12) for students in net average membership.

Equalized School Tax Rate. The equalized school tax rate is the amount of tax revenues appropriated per thousand dollars of taxable property expressed as a ratio to full market value. Before examining

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<sup>43</sup> Section 34, Chapter 71, as amended by Chapter 292, L. 1939 of the General Laws of the Commonwealth of Massachusetts.

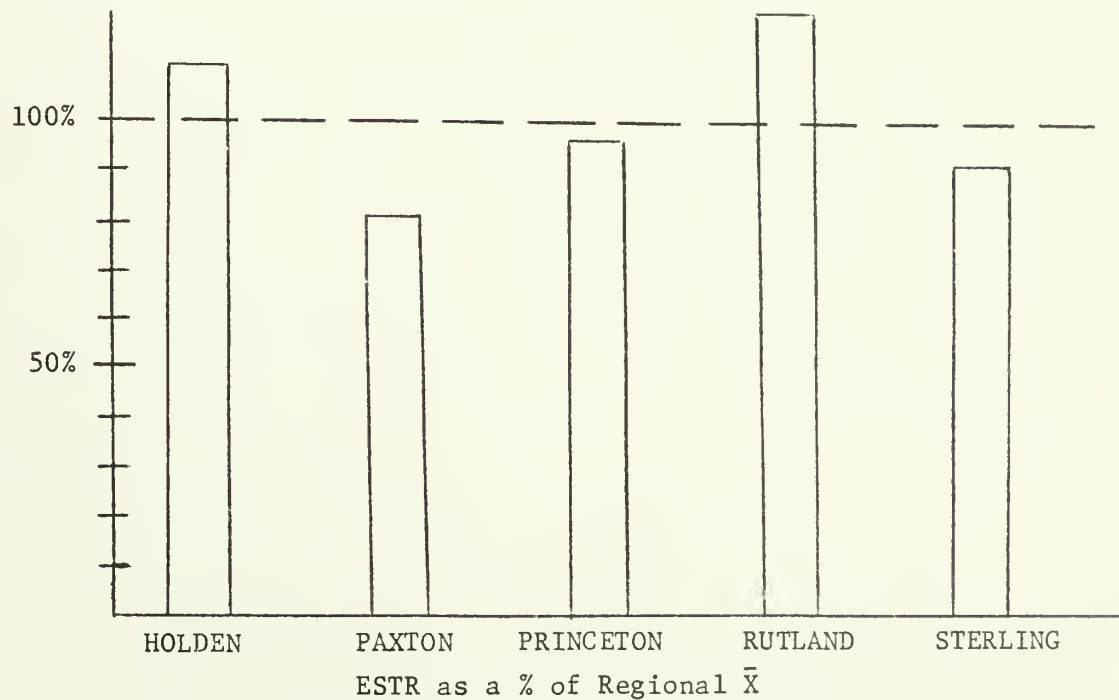
the data, a word of caution is perhaps in order. The ESTR data should not be viewed by itself because it can easily be misinterpreted. For example, if a given community exhibits a relatively low ESTR, it cannot be concluded that the community does not place a high value on public education and are thus unwilling to appropriate the necessary revenues. This is by no means a necessary implication; the ESTR may be low because of purely fortuitous reasons: the community may be lucky enough to contain valuable property with few students attached; it may have a high proportion of families sending their children to private schools; or, it simply may not have the fiscal capacity to support a higher ESTR. In fact, it is possible that a low ESTR may support excellent schools; unfortunately the obverse is also true.

Utilizing the format previously established, Table IV presents the ESTR for the five communities. The average for the region is \$22.17 and the mean deviation is \$2.18. Although Rutland has the highest ESTR (\$24.56) and Paxton has the lowest ESTR (\$17.90), there does not appear to be too great a variation between the communities. Princeton, which it may be recalled had ranked lowest in all indexes of fiscal capacity, appears to be making an effort that closely approximates that of the group average.

School Tax Rate as a Percent of Total Local Taxes. The second statistical index of community effort is the school tax rate as a percent of total local taxes (STR/TLT). The STR/TLT data is offered to partially explain the relative levels of equalized school taxes. It may be assumed that the local school boards based their fiscal actions upon their

TABLE IV  
EQUALIZED SCHOOL TAX RATE: 1970  
 (ESTR)\*

<u>COMMUNITIES</u>	<u>ESTR (\$)</u>	<u>% REGIONAL <math>\bar{X}</math></u>
HOLDEN	\$24.56	110.7%
PAXTON	17.90	80.7%
PRINCETON	21.51	97.0%
RUTLAND	26.82	121.0%
STERLING	20.08	90.6%
MEAN	22.17	100.0%
MEAN DEVIATION	2.81	
RANGE	8.92	



Source: Massachusetts Teachers Association, 1970 Background Data and Profile Sheets for Comparing School Districts in Respect to Payment of Adequate Salaries to Teachers: Part I, Research Bulletin No. 701-9. The "Equalized School Tax Rate" is approximately what the 1970 "Official School Tax Rate" would have been if it had been based on the 1968 equalized valuation rather than the 1970 assessed valuation; Ibid., p. 1.

\* All percentages have been rounded to the nearest tenth of a percent.

assessment of local willingness and capacity to support the public schools, and that the percentage of local tax dollars currently earmarked for public education reflects the boards' assessments.

Table V presents a capsulated view of the five communities' STR/TLT. Regarding the assembled data, two comments are in order: first, there is relatively little variation between the communities' STR/TLT ratios; and second, Princeton's fiscal effort again closely approximates the group's average.

Per Pupil Expenditures in Net Average Membership. Per pupil expenditures in net average membership (PPE/NAM) express the dollar amount spent by a local community on a net per pupil basis for educational purposes in grades K-12. It is "net" because an allowance has been made for the number of tuition paying non-resident students attending the local schools as opposed to the tuition payments the town must pay to send local children to other school districts.<sup>44</sup> PPE/NAM thus represents a fairly accurate description of local efforts as depicted by actual per pupil expenditures.<sup>45</sup>

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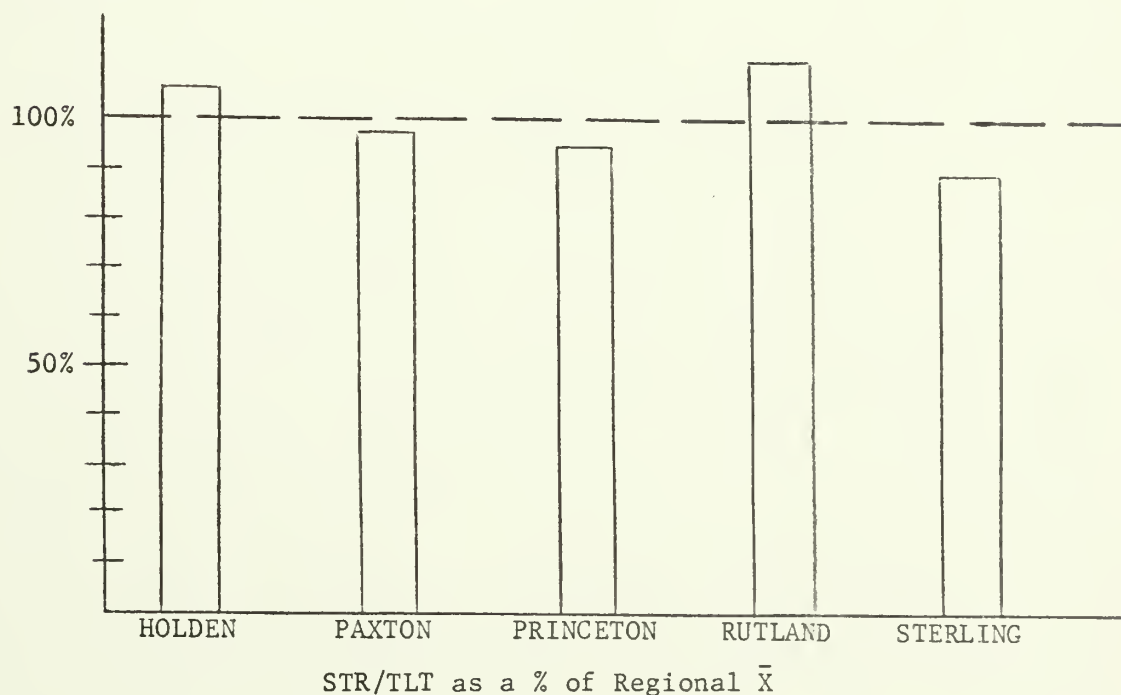
<sup>44</sup> "The net average membership in the public day schools of a town for any school year shall be the average membership for such year as shown by the school registers, increased by the number of pupils resident therein whose tuition in the public schools of another town, for not less than half such year, the town has paid, decreased by the number of non-resident pupils attending its schools for not less than half such year." Department of Education, loc. cit., p. 9.

<sup>45</sup> Massachusetts had (1970) a school aid program that was an adaptation of the "preferred percentage equalizing model." This program has been described by some as a "grotesque example of a labyrinthian system that almost defies comprehension, not to mention concise description" (Weiss, loc. cit., p. 16). State aid consists of a partial reimbursement of school expenditures on a percentage basis on a sliding scale according to the relative valuation per child in the school district. Percentages run from 15 to 25 percent.



TABLE V  
SCHOOL TAX RATE AS A PERCENT OF TOTAL LOCAL TAXES: 1970  
 (STR/TLT)\*

<u>COMMUNITIES</u>	<u>STR/TLT (%)</u>	<u>% REGIONAL <math>\bar{X}</math></u>
HOLDEN	68.0%	106.6%
PAXTON	63.0%	98.7%
PRINCETON	60.0%	94.0%
RUTLAND	71.0%	111.3%
STERLING	57.0%	89.3%
MEAN	63.8%	100.0%
MEAN DEVIATION	4.8%	
RANGE	4.0%	



Source: Massachusetts Teachers Association, 1970 Background Data and Profile Sheets for Comparing School District Data in Respect to Payment of Adequate Salaries to Teachers: Part I, Research Bulletin 701-9.

\* All percentages have been rounded to the nearest tenth of a percent.

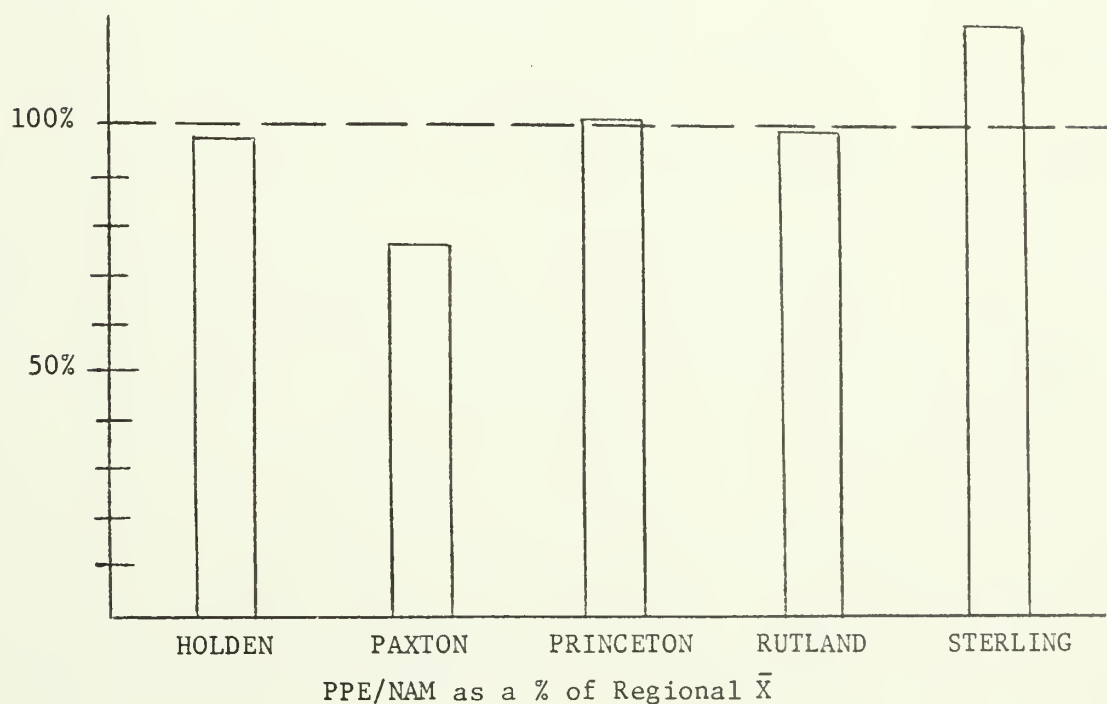
Table VI compares and contrasts the PPE/NAM statistical data for each of the five towns under study. As is shown, the mean for the group is \$795.60, and the average deviation is \$76.62. There exists a \$350.00 range between the highest (Sterling) and the lowest (Paxton) PPE/NAM for the region. Princeton's PPE/NAM is slightly above the regional average.

Let us pause at this point and recapitulate. It will be recalled that the primary purpose of this chapter has been to determine relative community fiscal compatibility. Relative community fiscal compatibility is considered to be a necessary prerequisite for the successful introduction and maintenance of multi-employer bargaining in the public sector. Fiscal compatibility is considered a necessary prerequisite because of the likelihood that regional negotiations will result in a master labor agreement which will impose additional financial obligations on some of the participating communities. It thus appears only logical that the greater the degree of community fiscal compatibility, the less the likelihood that a master agreement will be negotiated which will contain terms that are beyond the means of the participating communities.

Relative fiscal ability is thus a function of two related variables: community taxable base, and community willingness to tax this base for educational purposes. When viewed in this context it is assumed that region-wide collective bargaining may not be considered feasible if either of these conditions exists: (1) the communities have similar fiscal capacity, but one or more differ from the group in terms of relative willingness to utilize its resources for educational purposes; or, (2) the communities exhibit similar desires to support their public schools,

TABLE VI  
PER PUPIL EXPENDITURES IN NET AVERAGE MEMBERSHIP: 1970  
(PPE/NAM)\*

<u>COMMUNITIES</u>	<u>PPE/NAM (\$)</u>	<u>% REGIONAL <math>\bar{X}</math></u>
HOLDEN	\$781.00	98.0%
PAXTON	625.00	78.0%
PRINCETON	808.00	101.0%
RUTLAND	789.00	99.0%
STERLING	975.00	122.0%
MEAN	795.60	100.0%
MEAN DEVIATION	76.62	
RANGE	350.00	



Source: Massachusetts Teachers Association, 1970 Background Data and Profile Sheets for Comparing School Districts in Respect to Payment of Adequate Salaries to Teachers: Part I, Research Bulletin No. 701-9.

\* All percentages have been rounded to the nearest percent.

but one or more communities lack a sufficient level of taxable resources from which to appropriate the desired revenues.

The evidence presented in this chapter strongly suggests that neither of these two conditions exists in the area under study. Differences in relative community fiscal capacity do exist. Holden and Rutland are clearly richer communities. Princeton, on the other hand, stands out in all indexes as the "poorest" community of the group. However, when viewed with respect to the effort that a community is willing to make in support of its public schools, Princeton's effort either equals or exceeds the average of the group. It is based upon this evidence that the investigator concludes that the communities are fiscally compatible for purposes of establishing regional negotiations.

#### Regional Profile: Economic and Demographic Characteristics

The remaining pages of this chapter have been devoted to exploring other dimensions of community compatibility which may influence a community's ability or desire to become involved in regional negotiations. These dimensions are economic, political, and sociological.

Economic Base. Table VII summarizes available statistical data on the five communities' principle industries according to their general industrial groupings and sources of employment. The data reveal that Holden differs in one important respect from remaining communities: it has a substantial portion of its firms engaged in manufacturing activities. These firms provide employment for about 40% of the total labor

TABLE VII  
EMPLOYMENT BY PRINCIPAL INDUSTRIES: 1960

<u>COMMUNITIES</u>	Agri. & Mining	Construction	Manufacturing	Trans. & Utility	Wholesale & Retail	Fin. & Real Est.	Service
HOLDEN							
No. of Firms	4	36	10	8	48	8	37
Average # Empees.	17	188	541	37	412	20	180
% Dist. by Empees.	1.2	13.5	38.8	2.7	29.5	1.4	12.9
PAXTON							
No. of Firms	-	7	-	1	14	1	7
Average # Empees.	-	33	-	*	140	*	26
% Dist. by Empees.	-	16.6	-	-	70.4	-	13.0
PRINCETON							
No. of Firms	-	4	-	1	5	1	4
Average # Empees.	-	9	-	*	12	*	15
% Dist. by Empees.	-	25.0	-	-	33.3	-	41.7
RUTLAND							
No. of Firms	2	8	6	2	14	2	8
Average # Empees.	*	20	16	*	67	*	101
% Dist. by Empees.	-	9.8	17.8	-	32.8	-	49.6
STERLING							
No. of Firms	4	17	2	6	14	-	13
Average # Empees.	27	89	*	19	138	*	75
% Dist. by Empees.	7.8	25.5	-	5.5	39.7	-	21.5

Source: Massachusetts Department of Commerce and Development. City and Town Monograph, Revised July 1970 (Boston, 1970) for each of the five towns.

\* Firms included in Service Industry.

force.<sup>46</sup> The only other community that has any significant number of manufacturing firms is Rutland, but these firms only employ about 8% of the local labor force.

Holden's remaining industrial groupings are similar to those common to the remaining communities. These include small firms operating in the general industrial categories of construction, service, wholesale, and retail. Wholesale and retail firms account for about a third of the local employment in all communities except Paxton. In Paxton these firms account for over 70% of the total local employment. Princeton and Rutland both have a large percentage of firms in the service industries. These firms provide employment to about half of the local labor force. The remaining communities have firms in the service industry, and they provide employment to between twelve and fifteen percent of their local labor forces. The five towns have few, if any, firms in the industrial categories of "agriculture and mining", and "finance and real estate".

Political Affiliation. Another variable that deserves close attention is the relative political compatibility of the five communities. While it may not be considered to be an absolute prerequisite to the introduction of regional negotiations, political compatibility certainly

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<sup>46</sup> The employment statistics refer to employment by "place" of employment rather than by "residence" of the labor force. While exact information is lacking, it is reported by local sources that many residents commute to jobs in Worcester and Fitchburg. The Holden mills also provide employment for residents of the surrounding local communities.



can influence the relative ease of its introduction, and even the permanence of the relationship. It requires little effort to imagine the difficulties that could be encountered in attempting to establish (not to mention maintaining) regional negotiations if the participating communities were politically incompatible.

The 1970 voter registration statistics for each of the five towns reveal the following data:<sup>47</sup>

	HOLDEN	PAXTON	PRINCETON	STERLING	RUTLAND	REGION	$\bar{X}$
Democrat	10.9%	11.5%	14.4%	11.9%	19.2%	13.6%	*
Republican	43.0%	24.4%	21.9%	29.4%	34.1%	30.6%	
Unenrolled	46.1%	64.1%	63.7%	58.7%	45.9%	55.7%	

One salient factor emerges from the above statistics; that is that the registered republicans outnumber the democrats by a two to one majority. It also appears that a substantial block of unenrolled voters exists who potentially can swing the vote to either party. However, as the historical statistics have revealed, the republicans have been successful in retaining control of the local town governments -- including the local school boards.

Population Size and Age Distribution. Table VIII summarizes the inter-community statistical data on population size and age distributions. These statistics have been extracted from the most recently available

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<sup>47</sup> The information contained in the above chart has been extracted from copies of the City and Town Monograph (1970) for each of the five towns. Information on politics is found under "Population - U. S. Census, B-6 Politics, Party Affiliation: 1970."

TABLE VIII  
POPULATION AND AGE DISTRIBUTION: 1965

POPULATION BY COMMUNITY

HOLDEN	12,564
PAXTON	3,731
PRINCETON	1,681
RUTLAND	3,198
STERLING	4,219
RANGE	10,883
MEAN	5,079
M.D.	2,993

AGE DISTRIBUTION BY COMMUNITY (%)

	Under 5	5-14	15-24	25-64	Over 65
HOLDEN	7.4	24.5	9.0	51.3	7.8
PAXTON	8.9	23.2	7.8	52.9	7.2
PRINCETON	11.1	21.0	7.5	50.2	10.2
RUTLAND	9.5	23.0	9.9	49.1	8.5
STERLING	9.4	20.0	9.4	51.4	9.8
MEAN*	9.3	22.3	8.7	50.9	8.7

Source: Massachusetts Department of Commerce and Development, City and Town Monograph, Revised July 1970 (Boston, 1970). Information taken from each of the five town monographs.

\* Percentages rounded to the nearest tenth of a percent.

(1965) census data. It suffices to state that the unusual approach of determining a group mean and a mean deviation will be distorted and thus meaningless due to Holden's relatively larger population. Holden, it will be observed, has a population that exceeds the combined populations of the remaining four communities. If Holden were excluded, the four remaining towns would each exhibit approximately the same size population.

Despite the obvious difference in Holden's population size, the census data does reveal that there exists a high degree of similarity between the five communities' age distribution data. The extent of this similarity is evidenced by the fact that the mean deviation for age distributions in each of the five age categories (under 5, 5-14, 15-24, 25-64, and over 65) is approximately two percent.

The data further reveal one other area of similarity that deserves comment. Each of the communities has a "bulge" in its age distribution statistics in the 5-14 category. Persons in this age category comprise a little over one-fifth of each community's total population. Data are not available to indicate whether this bulge reflects the so-called "baby bubble" that accompanied the termination of the Korean Conflict, or whether it forecasts a continuing long-run increase in the community's total populations. Whichever may be the case, an increase in population would be expected to place added demands on an individual community's school facilities, thereby affecting its relative ability to participate in regional negotiations.

Summary. It has been the purpose of this chapter to determine

whether or not the communities in the region under study are fiscally compatible for purposes of regional negotiations. Relative ability to pay is important because of the possibility that regional negotiations will result in a master agreement that will, by standardizing employment conditions throughout the region, impose additional operating costs on some local communities. It is assumed that the closer the communities are in terms of ability to pay for public education, the greater the feasibility of establishing and maintaining regional negotiations. "Ability to pay" has been viewed as a function of two related variables: community fiscal capacity (taxable base relative to educational obligation), and willingness to levy taxes to appropriate revenues for the support of the public schools (effort). The evidence assembled and presented supports the following generalizations:

1. The five communities are relatively similar in ability to pay for their public schools. While Princeton, having relatively less fiscal capacity, makes an effort to appropriate revenues that equal or exceed the group's average; and,
2. While not considered as pre-conditions, the five communities also exhibit a high degree of similarity in three other important areas: political affiliation, economic base, and demographic characteristics. It is expected that community compatibility in these areas would have a favorable influence upon the introduction and maintenance of regional negotiations.

## C H A P T E R   I I I

### REGIONAL NEGOTIATIONS: CONTRACTUAL DIMENSIONS

It will be recalled that one of the preconditions necessary for the successful introduction and maintenance of regional negotiations was that the parties have similar legal capacity to enter into the proposed bargaining relationship. This chapter will concern itself with this and another closely related question: assuming that the local boards do have the legal capacity to enter into regional negotiations, the question arises as to how "easy" it will be to combine the existing labor agreements into one, all-inclusive master labor agreement.

#### Contractual Capacity

As has previously been stated, the introduction of region-wide collective bargaining in School Union No. 64 would be expected to culminate in the negotiation of a so-called "master" labor agreement. This master agreement would more or less standardize employment conditions throughout the schools in the area in question. It would be up to the parties whether they elected to negotiate an all-inclusive agreement that was binding on all local boards, or whether they chose to negotiate a master agreement covering only certain "key" items, thereby leaving the individual local boards free to negotiate with their local association representatives those items which are peculiar to the individual school or community.

The mechanics of regional negotiations could approximate the

following sequence: the local boards and teacher associations could each select a negotiating team to represent them as a group; within the guidelines previously established by the boards and teacher associations, these negotiators could then arrive at a tentative agreement; and, once ratified by the participating parties, a master agreement could be signed which would more or less standardize the employment relationships throughout the schools in Union No. 64.

Several local board members have questioned the legality of regional negotiations.<sup>46</sup> These questions may be summarized as: (1) would regional negotiations constitute an illegal delegation of the school boards' taxing power; and, (2) would it be an unfair labor practice for the school boards to negotiate simultaneously with several local teacher association representatives as opposed to individually with the recognized exclusive bargaining representative.

The first question concerns itself with the issue of illegal delegation of the local board's taxing powers. The basis for this concern is the fact that the state has granted to the local board certain powers, one of which is the power to levy taxes for the maintenance of the local schools. It is generally held that the board's powers are unique insomuch as they are quasi-legislative. And, as such, they cannot be taken away, given away, or shared. To do so would constitute an

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<sup>46</sup> These concerns were expressed to the researcher by members of the local and regional school boards at a school board meeting in Holden, Massachusetts on October 7, 1971. The details of this meeting are explained in Chapter IV.



abdication of their quasi-legislative authority. The question therefore arises whether voluntary participation in regional negotiations, that would result in a master agreement, would constitute an illegal delegation of the boards' discretionary taxing powers.

The enactment of Chapter 763 of the Acts of 1965 (municipal bargaining statute) grants to certain municipal employees the right to organize and engage in collective bargaining with their public employers. This imposes a legal obligation upon the public employer, or his designated representative(s), to meet with the certified employee representatives for purposes of "good faith" negotiations. The act specifically provides for school committees by stating that:<sup>47</sup>

In such bargaining with an employee organization for school employees, the municipal employer shall be represented by the school committee or its designated representative or representatives (italics added); provided however, that the school committee shall not designate an attorney as its representative unless it is so authorized by vote of the city council, in the case of a city, or of the town meeting, in the case of a town.

The statute explicitly permits the local school boards to select their representatives for purposes of collective negotiations. The only explicit prohibition on the boards' selection of a bargaining representative concerns the employment of attorneys.<sup>48</sup> The Legislature has

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<sup>47</sup> Section 178I of Chapter 149 of the General Laws of the Commonwealth of Massachusetts.

<sup>48</sup> In January of 1969 Attorney General Elliot Richardson rendered the opinion that an attorney who is a member of the local board may represent the local board, provided he "is not acting under a 'designation' but rather as part of the committee...". Opinion rendered to Owen Keirnan, Commissioner of Education, dated January 10, 1969.

granted to the local board wide discretionary powers in the selection of its bargaining representative. Within this interpretation of the statute, it would not constitute an illegal delegation of the local board's discretionary powers to enter into regional negotiations provided the local board retains the right to ratify the master agreement.

Two experts in labor relations in the public sector concur with the above opinion. Stephen McCloskey, Massachusetts State Labor Relations Commissioner, at a meeting of the Task Force on Collective Bargaining, expressed the opinion that school boards could legally join for purposes of negotiating a region-wide master labor agreement.<sup>49</sup> Professor Harvey Friedman, Director of the Labor Relations and Research Center at the University of Massachusetts, and also an attorney, agrees that it is within the local board's discretionary powers to select its own bargaining representatives, and as long as the board retains the right to ratify the agreement, it has not delegated its discretionary powers.<sup>50</sup>

In the 1951 landmark decision in the Norwalk Teachers' Case (138 Conn. 269, 83 A. 2d 482), the question of whether board - teacher association bargaining constituted an illegal delegation of the board's

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<sup>49</sup> Comments by Commissioner McCloskey at the December 1970 Task Force meeting in Auburn, Massachusetts.

<sup>50</sup> Reply by Professor Friedman at the University of Massachusetts, October 1971.

power was answered. In rendering the opinion, Justice Jennings replied:

The statutes and private acts give broad powers to the defendant (board) with reference to educational matters and school management in Norwalk. If it chooses to negotiate with the plaintiff (association) with regard to the employment, salaries, grievance procedures and working conditions of its members, there is no statute, public or private, which forbids such negotiations. It is a matter of common knowledge that this is the method pursued in most school systems large enough to support a teachers' association in some form. It would seem to make no difference theoretically whether the negotiations are with a committee of the whole association or with individuals or small related groups, so long as any agreement made with the committee is confined to members of the association. If the strike threat is absent and the defendant prefers to handle the matter through negotiations with the plaintiff, no reason exists why it should not do so. The claim of the defendant that this would be an illegal delegation of authority is without merit. The authority is and remains with the board. (italics added)

The second question concerns whether the local boards would be committing an unfair labor practice if they chose to negotiate as a group with representatives of several teacher organizations, some of which have not been recognized or designated as the "exclusive" representative. In other words, is a school board legally obligated to enter into negotiations with a single exclusive representative, or may it enter into joint board negotiations with several of these exclusive representatives?

Although Section 178 L (4) provides that public employers are prohibited from "refusing to bargain collectively in good faith with an employee organization which has been recognized or designated as the

exclusive representative of employees in an appropriate unit."<sup>51</sup> Section 178 H (1) provides that employees have the right to self-organization, "to form, join or assist any employee organization, to bargain collectively through representatives of their own choosing (italics added)."<sup>52</sup>

Commissioner McCloskey is in agreement with the investigator's interpretation that local boards would not be committing an unfair labor practice within the meaning of Section 178 L (4) by negotiating simultaneously with representatives of several recognized teacher associations. Section 178 H (1) may be interpreted to permit employee units to join others for purposes of joint negotiations.

It is thus the opinion of the investigator that no legal prohibitions upon the adoption of region-wide collective bargaining exist in the public schools of Massachusetts.

#### Contractual Compatibility

Assuming that the parties have the legal capacity to engage in region-wide collective bargaining, the remainder of this chapter is concerned with determining the degree of similarity between the existing

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<sup>51</sup> Section 178 L (4) of Chapter 149 of the General Laws of the Commonwealth of Massachusetts.

<sup>52</sup> Section 178 H (1) of Chapter 149 of the General Laws of the Commonwealth of Massachusetts.

individual board-association labor agreements.<sup>53</sup> It is assumed that the greater the degree of similarity between the six labor agreements, the easier it will be for the parties to negotiate a master labor agreement.

In an attempt to describe the relative degree of similarity between the several existing agreements, the investigator has identified several general areas common to all six contracts, and then further divided these into sub-areas. Tables have been constructed which compare and contrast the key provisions within each of these areas. The general contractual areas around which this analysis has been structured consists of: scope of the agreement; grievance procedure; leave provisions; professional improvement; salary schedules; and, miscellaneous provisions.

Scope of the Agreement. In this general category are included those contractual provisions as they relate to personnel covered by the agreement, expiration dates, and reopening procedures.<sup>54</sup>

Bargaining unit. The term bargaining unit refers to the grouping of employees for purposes of collective negotiations. Each of the six

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<sup>53</sup> The following analysis is based upon the labor agreements between the five locals of the MTA and the school boards in School Union No. 64. These agreements cover the 1971-72 school year.

<sup>54</sup> While the existence of similar contract language cannot be considered a prerequisite for the introduction of regional negotiations, it is assumed that it will considerably facilitate the process given the existence of the recognized prerequisites.



agreements specifically identifies certain categories of school personnel who are covered by the terms of the agreement. Table IX reveals that substantial differences exist between the agreements with respect to the categories of personnel covered. While some agreements exclude principals and vice-principals (Paxton), others (Rutland) specifically include them. Some agreements (Sterling and Wachusett for example) exclude part-time personnel from the contract's coverage; the other agreements are silent on the status of their part-time personnel.

Some agreements include "professional employees" in their coverage (Wachusett and Holden); others refer just to "teachers" (Sterling, Rutland, and Princeton). The question arises as to what specific job categories fall under the general heading of professional employees and/or teachers? A teacher is generally considered to be a professional employee, but what about such occupations as educational and guidance specialists, directors and supervisors of various fields, athletic coaches, and school nurses? Likewise, who is a "teacher"? Is it the individual who holds a teaching certificate and teaches full-time, or is it the individual who fills a teacher pay slot, but who in reality functions in a non-teaching role? And, what about the teaching principal? Would he be included or excluded from the agreement's coverage in each of these districts?

The above comments should be sufficient to impress upon the reader that contract coverage is a major problem that must be resolved if the parties are to establish region-wide collective bargaining.

Expiration dates. Although the agreements do contain different



TABLE IX

COLLECTIVE BARGAINING AGREEMENTS: SCHOOL UNION NO. 64

<u>School</u>	<u>Contract Coverage</u>	<u>Duration of Contract</u>	<u>Provisions to Reopen Contract</u>
HOLDEN	All professional employees of the Committee	Sept. 1, 1971 to Aug. 31, 1972. Automatic 3-year renewal in 68-71 contract.	Either party may reopen by giving notice prior to 15th Sept. "next prior" to expiration date. Modifications proposed are to be submitted prior to 15th October.
PAXTON	All teachers, except principals and vice-principals	July 1, 1970 to and including June 30, 1973; thereafter the contract shall automatically renew itself on a yearly basis.	Either party may reopen by giving notice prior to Oct. 1 of the year of reopening. If at impasse on Dec. 1, parties shall jointly petition SBC&A to initiate fact-finding.
PRINCETON	All teachers	Sept. 1, 1971 to and including June 30, 1972. Automatic 1-year renewals.	Either party may reopen by giving notice prior to Oct. 1. If at impasse on Dec. 1, they shall jointly petition SBC&A to initiate fact-finding.
RUTLAND	All teachers, <u>including</u> principals	Sept. 1, 1971 to and including Aug. 31, 1973. Automatic 1-year renewal.	Reopen for salaries in the 72-73 school year. Renegotiation is not to commence later than Oct. 1, 1971. If at impasse on Dec. 1, either party may petition "appropriate state agency" to initiate fact-finding.

TABLE IX (Cont'd)  
COLLECTIVE BARGAINING AGREEMENTS: SCHOOL UNION NO. 64

<u>School</u>	<u>Contract Coverage</u>	<u>Duration of Contract</u>	<u>Provisions to Reopen Contract</u>
STERLING	"The teachers," except Supt., Asst. Supt., School Dr., sub. teachers, part-time prof. pers., and other designated personnel	Sept. 1, 1971 to Aug. 31, 1972.	Prior to Oct. 1, 1971, parties shall commence renegotiations. If no agreement by Nov. 1, 1971, parties shall jointly petition SBC&A to initiate fact-finding. Reopen by consent.
WACHUSETT REGIONAL	All full-time professional employees	Sept. 1, 1971 to and including Aug. 31, 1972. Automatic 1-year renewals.	Either party may reopen by giving notice prior to Sept. 1. If at impasse on Oct. 1, they shall jointly petition SBC&A to initiate fact-finding.

expiration dates (June 30, 1972 and 73; August 31, 1972 and 73) this is not considered to be a particularly troublesome point. The parties can, by mutual consent, amend the agreements to establish common terms of coverage.

Reopening procedure. Generally speaking, most labor agreements contain clauses stating the time and/or circumstances under which contract negotiations can be reopened on specific subjects such as wages. The usual procedure is to evoke certain procedural steps prior to the termination date of the existing agreement. This will provide "adequate" time for the parties to renegotiate a new agreement before the "old" agreement expires. Most teacher contracts require that notice be given to the school board of an intent to reopen negotiations early in the school year. For the agreements under study, the reopening dates range between September 1 and October 15 of the school year.

Most teacher contracts specify a deadline date for initiating fact-finding if the parties are deadlocked in their contract negotiations. As may be observed in Table IX, differences exist among the six contracts' provisions for initiating fact-finding. Princeton, Rutland, and Paxton all specify December 1 as the deadline date; Sterling specifies November 1; and, Wachusett Regional specifies October 1. Holden, on the other hand, does not specify any particular date. All agreements except Holden's specify the State Board of Conciliation and Arbitration as the tribunal to whom they appeal for fact-finding assistance.<sup>55</sup>

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<sup>55</sup> The Rutland agreement permits the use of "other appropriate state agencies" as fact-finding bodies.

Holden's agreement does not specify any particular agency.

Grievance Provisions. Most labor agreements contain a formal plan which provides for the adjustment of employee complaints over the application and/or interpretation of the agreement through discussions at progressively higher organizational steps, usually culminating in arbitration. This is referred to as the grievance procedure. Usually there are three elements to the grievance procedure: a definition of what constitutes a grievance; a statement of the levels and nature of the terminal step; and, a provision wherein an individual becomes estopped from using the procedure.

Grievance defined. While each of the agreements under study generally defines a grievance as some form of complaint involving the interpretation and/or application of the agreement, Rutland goes beyond the others by stating that a grievance may also be initiated for alleged violations of a teacher's "right to fair treatment, or violation of any established practice."<sup>56</sup> With this exception, each of the agreements defines grievance in approximately the same way.

Levels and terminal step. A slight difference also exists between the contracts' provisions as they relate to the number of steps in the grievance procedure. Generally they provide that the grievance will go from the principal to the superintendant to the school board to arbitration. Three of the agreements have inserted a fifth step in their

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<sup>56</sup> Contract Between Rutland Teachers' Association and Rutland School Committee, 1971, p. 3.

grievance procedure. Princeton, for example, requires an "informal consultation" between the aggrieved employee and a member of the Professional Rights and Responsibilities Committee. The other two agreements (Paxton and Holden) provide variations of the four steps outlined above.

All six agreements provide for binding arbitration as the terminal step in their grievance disputes.<sup>57</sup> The only difference between the agreements is in the agency designated as the adjudicator. Three agreements specify that the American Arbitration Association (AAA) shall provide the arbitrator; two agreements provide that "any mutually acceptable" person may serve as arbitrator; and, one designates the Massachusetts State Board of Conciliation and Arbitration (MSBC&A) as the arbitration tribunal.

Late-filed grievances. Labor agreements usually require that a grievant strictly adhere to the established procedural steps, or he will forfeit his contractual rights to utilize the grievance procedure. This requirement is typical of grievance procedures found in both public and private sector labor agreements. With regard to the agreements under consideration, only one (Rutland) does not specify specific procedural steps that must be followed if the grievant does not want to lose his right to process his alleged grievance.

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<sup>57</sup> The Rutland agreement limits the arbitrator's powers by providing that he shall have no power to modify disciplinary action; and, in disputes involving "fair treatment", his awards shall be "advisory" only.

Table X reveals that a considerable degree of similarity exists between the six agreements' grievance procedures. The areas of difference appear to be minor. Few, if any, problems should be encountered in combining these grievance procedures into a single, master grievance procedure.

Leave Provisions. It was at this juncture of the study that the investigator came to the fullest realization of the magnitude of administrative difficulties created by the existence of several different labor agreements. As is amply illustrated in Table XI, there is very little (if any) similarity between the six agreements' leave provisions. Differences are great with respect to the categories of leaves, and the length of leave time granted.

Table XI attempts to compare and contrast the various agreements' provisions as they pertain to sick, personal, sabbatical, emergency, family, maternity, and "other" leaves. Table XI reveals the following: first, while in some agreements detailed and concise leave provisions are provided, in others the provisions can best be described as "fuzzy"; second, while some agreements provide for several different categories of leaves, others provide few categories of leaves; and finally, because of the extent of these differences, the investigator expects that these differences would constitute a major obstacle to be overcome in negotiating a master agreement.

Professional Improvement. Each of the six agreements contains provisions relating to the concept of maintaining or up-dating the faculty skills. Most of the agreements require individual faculty members to



TABLE X

COLLECTIVE BARGAINING AGREEMENTS: SCHOOL UNION NO. 64  
GRIEVANCE PROCEDURES

<u>School</u>	<u>Grievance Defined</u>	<u>Levels</u>	<u>Terminal Step</u>	<u>Grievance Waivered</u>
HOLDEN	Limited to a complaint on request of an employee which involves the interpretation or application of, and in keeping with the provisions of this agreement.	5	Association may submit to three "mutually acceptable" persons for binding arbitration. (Share expenses equally.)	If not presented at Level Two within ten days of occurrence or knowledge.
PAXTON	A complaint by a teacher or a group of teachers based upon alleged violation of or variation from the provisions of this agreement or the interpretation, meaning or application thereof.	5	Association may submit to AAA for binding arbitration. (Share expenses equally.)	If not presented at Level Two within ten days of occurrence or knowledge.
PRINCETON	A complaint by a teacher or a group of teachers based upon an alleged violation of or variation from the provisions of this agreement, or the interpretation, meaning or application thereof.	5	Association may submit to AAA for binding arbitration. (Share expenses equally.)	If not presented at Level Two within ten days of occurrence or knowledge.

TABLE X (Cont'd)

COLLECTIVE BARGAINING AGREEMENTS: SCHOOL UNION NO. 64  
GRIEVANCE PROCEDURES

<u>School</u>	<u>Grievance Defined</u>	<u>Levels</u>	<u>Terminal Step</u>	<u>Grievance Waivered</u>
RUTLAND	Any claim by the Assn. or a teacher that there has been a violation, misinterpretation, or misapplication of the terms of this agreement, a violation of its or his right to fair treatment, or violation of any established practice.	4	Association may submit to AAA for binding arbitration.* (Share expenses equally.)	No provision.
STERLING	A complaint involving the interpretation of, application of, or compliance with an explicit term or provision of this agreement.	4	Parties (or Comm.) may submit to MSBC&A for binding arbitration. (Share expenses equally.)	If procedures are not adhered to at all levels.
WACHUSETT REGIONAL	A complaint by a teacher or a group of teachers that as to the complaint there has been a violation, misinterpretation or inequitable application of the provisions of this agreement.	4	Agrieved person may request the Assn. President to submit dispute to binding arbitration by a mutually agreed upon arbitrator. (Share expenses equally.)	If not adhered to within prescribed time limits at all levels.

\* Arbitrator shall have no power to modify disciplinary action. In disputes involving "fair treatment" his awards shall be advisory only.

TABLE XI

COLLECTIVE BARGAINING AGREEMENTS: SCHOOL UNION NO. 64  
LEAVE PROVISIONS

<u>School</u>	<u>Sick</u>	<u>Personal Business</u>	<u>Emergency</u>	<u>Sabbatical</u>	<u>Maternity</u>	<u>Miscellaneous</u>
HOLDEN	10 days per year accumulative to 150 days.	1 day each 2 months, accumulative to 10 days.	1 day each 3 months, accumulative to 5 days; add 5 days for death of spouse.	May be granted at 1/2 annual salary.		Assn. officers may be relieved to process grievances.
PAXTON	10 days a year, accumulative to 100 days; after 10 years, 15 per year accumulative to 180 days.	2 days non-accumulative yearly.	5 days; add 5 from sick time for deaths in family.	None	May be granted up to 1 year.	
PRINCETON	15 days per year accumulative to 120 days.	3 days per year.	5 days yearly; add 5 days for death of spouse.	None	May be granted up to 1 year from date of birth.	5 days non-accumulative for "required" absences.
RUTLAND	1 day per month accumulative to 150 days.	5 days per year, non-accumulative.	5 days yearly; add 5 days for death of spouse.	May be granted at 1/2 annual salary.	May be granted up to 1 year for non-tenured; 2 years for tenured teachers.	Assn. officers may be relieved to process grievances. "Other" leaves may be granted.

TABLE XI (Cont'd)  
COLLECTIVE BARGAINING AGREEMENTS: SCHOOL UNION NO. 64  
LEAVE PROVISIONS

<u>School</u>	<u>Sick</u>	<u>Personal Business</u>	<u>Emergency</u>	<u>Sabbatical</u>	<u>Maternity</u>	<u>Miscellaneous</u>
STERLING	"Temporary" leave of 15 days yearly to maxi- mum of 150 accum- ulated.	Limited to 5 days per year.	5 extra days for family death; 3 TL days for family ill- ness.	None	May be granted up to 2 years.	3 TL days re- ligious leave; personal injury in school; 6 teacher-days Assn. leave.
WACHUSETT REGIONAL	1 day per month; those with 10 years service to receive 1-1/2 days monthly, accumulative to 135 days.	1 day per 3 months, ac- cumulative to 5 days.	1 day per 3 months worked, ac- cumulative to 5 days.	May be granted at 1/2 base salary.		

obtain a specified number of credit hours within a given time period or forfeit "normal" salary increases. Other provisions attempt to assist the faculty in their efforts to maintain or improve their teaching skills. This is generally accomplished through provisions for advance departures, early dismissals, and tuition reimbursements.<sup>58</sup>

Reference to Table XII reveals that many areas of difference exist between the six agreements' provisions relating to professional improvement. While there are some areas of similarity (in-service course requirements and advance departures), there are other areas in which substantial differences may be found (tuition reimbursements and workshop and conference leaves).

It does not appear that these professional improvement provisions present as great an administrative problem as do those that provide for other types of leaves; however, the researcher is nevertheless of the opinion that any attempt to standardize these provisions in a master agreement would prove to be no simple task.

Miscellaneous Provisions. Under this general rubric the researcher has included the various contractual provisions as they relate to what might be categorized as teacher participation, evaluation, and obligations. Referring to Table XIII the reader will notice that such subjects

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<sup>58</sup> For example, as will be illustrated in the following pages, a teacher with twelve credit hours beyond his bachelor degree would be eligible to move to the higher (B+15) schedule after having obtained the required three extra credit hours.

TABLE XII

COLLECTIVE BARGAINING AGREEMENTS: SCHOOL UNION NO. 64  
PROFESSIONAL IMPROVEMENT

<u>School</u>	<u>In-Service Course Requirements</u>	<u>Advance Departures</u>	<u>Early Dismissals</u>	<u>Tuition Reimbursements</u>	<u>Workshops &amp; Conferences</u>
HOLDEN		Maximum of 5 days, additional days from personal leave.	For course work, one afternoon a week.	100% of tuition costs limited to 6 hrs. in 4 year period preceding contract date. "B" required.	Limited to 2 per subject area per year. Reimbursement of mileage, meals and lodging.
PAXTON	Minimum of 6 hrs. within 4 years preceding effective data of contract for salary advancement.	Yes; deduct amount of substitute's pay.	Yes; deduct amount of substitute's pay.	Maximum of \$125 per teacher per contract year.	Assn. granted 6 days; limited to 2 teachers at a given time.
PRINCETON	6 hrs. in 4 years.	Maximum of 5 days, additional days from personal leave.	At end of "teaching day" 1 afternoon weekly.		6 teacher-days; limited to 2 teachers at given time. Reimbursement for mileage, meals and lodging.
RUTLAND	Minimum of 6 hrs. every 4 years for salary advancement.	Maximum of 5 days, additional days from personal leave.	At end of "teaching day" 1 afternoon weekly.	50% of tuition costs with a limit of \$100 for 3 hrs. Limited to 6 hrs. in 4-yr. period. "B" required.	Considered part of Personal Business Leave. Other approved leaves will be reimbursed for mileage, meals, and lodging.



TABLE XII (Cont'd)  
COLLECTIVE BARGAINING AGREEMENTS: SCHOOL UNION NO. 64  
PROFESSIONAL IMPROVEMENT

<u>School</u>	<u>In-Service Course Requirements</u>	<u>Advance Departures</u>	<u>Early Dismissals</u>	<u>Tuition Reimbursements</u>	<u>Workshops &amp; Conferences</u>
STERLING	Minimum of 9 hrs. in every 6 years.			70% of tuition costs for in- service require- ments. "B" re- quired.	Assn. granted 6 days; limited to 2 teachers at a given time. If requested by Supt. reimburse mileage, meals and lodging.
WACHUSETT REGIONAL	With Bachelor's must obtain 6 hrs. in 6 years; with Master's must ob- tain 3 hrs. in 6 years for salary advancement.	5 days is permitted.	At 2:30 PM 1 afternoon weekly.	Full reimburse- ment after first \$40. Limit of 9 hrs. in year or 1 per semes- ter. "Passing" grade.	Attendance shall be approved. 2 per subject area per year. Reim- bursement of mileage, meals and lodging.

TABLE XIII

## COLLECTIVE BARGAINING AGREEMENTS: SCHOOL UNION NO. 64

<u>School</u>	<u>Class Size</u>	<u>Curriculum Textbook</u>	<u>Duty Free Lunch Period</u>	<u>Teacher Evaluation</u>	<u>Vacancies</u>	<u>Required Meetings</u>
HOLDEN		Teachers to be notified and consulted before selection or changes.	Yes			
PAXTON					Staff applica- tions considered.	Parent-teacher conferences.
PRINCETON		Notify or be consulted before selection or changes.	Yes (30 min.)	Yes	Staff applica- tions considered.	
RUTLAND	25 students to one teacher recommended.	Notify and consult before selection or changes.	Yes (30 min.)	Yes	Preference to those in the system.	Faculty meet- ings and conferences.
STERLING		Opportunity to participate in development and selection.	Yes (30 min.)	Yes	Staff background and other relevant factors considered.	Maximum of 2 staff meetings monthly.
WACHUSETTS REGIONAL	Make effort to adhere to dept. head recommendations.		Yes (30 min.)	Yes		1 faculty meet- ing per month; Committee re- sponsible for the "R.R.R." program; and Special Study Committee.

as class size, curriculum development, and textbook selection have become subjects for collective bargaining. Whereas in the past the school boards have unilaterally established educational policy, today we find teachers gaining an increasing voice in these matters through the collective bargaining process. Many agreements have been negotiated that clearly specify the extent of teacher participation in these areas. This trend is apparent in the agreements under study.

For the most part these agreements contain provisions that specify that teachers have the right to "participate," be "notified," or be "consulted" before changes are made in either the curriculum or textbooks. Only two agreements (Rutland and Wachusett) provide for "recommended" class sizes. Four of the agreements (Sterling, Rutland, Princeton, and Wachusett) provide for teacher evaluation procedures. Only two (Holden and Wachusett) do not make provisions for preference to be given to staff in filling vacancies. The Paxton agreement is the only one that does not provide for a duty free lunch period for the instructional staff. And, for the most part there appears to be considerable variation between those agreements providing for required teacher meetings and conferences.

The researcher does not anticipate that these miscellaneous provisions would constitute as great an obstacle to negotiating a master agreement as would, for example, leave provisions and/or salary schedules.

Salary Schedules. The data contained in Table XIV present a detailed breakdown of the salary schedules for each of the six school districts under consideration. The salary data are arranged on a per-step basis for each degree requirement category as established in the 1971-1972

TABLE XIV

COLLECTIVE BARGAINING AGREEMENTS: 1971 - 1972  
DISTRIBUTION OF PERSONNEL ON SALARY SCHEDULES

## Bachelor's Degree

Step	HOLDEN		PAXTON		PRINCETON		RUTLAND		STERLING		W.R.S.D.	
	Salary	Pers.	Salary	Pers.	Salary	Pers.	Salary	Pers.	Salary	Pers.	Salary	Pers.
1	7,400	2	7,400	1	7,102		7,400		7,200	1	7,500	
2	7,700	15	7,725	1	7,528	1	7,725	2	7,500	7	7,900	2
3	8,055	8	8,050	5	7,954	3	8,050	5	7,800	6	8,200	5
4	8,335	7	8,375	3	8,380	3	8,375		8,250	1	8,500	6
5	8,790	6	8,700	2	8,806	2	8,700	1	8,600	2	8,800	
6	9,075	3	9,025	1	9,232	1	9,025	2	8,950		9,100	1
7	9,355	2	9,350		9,658	1	9,350		9,300	1	9,400	
8	9,810	2	9,675	1	10,084	1	9,675	3	9,650	2	9,800	1
9	10,095	1	10,000		10,510		10,000		10,000	3	10,200	
10	10,380	1	10,325	11	10,936	2	10,325	2	10,400	1	10,700	
11	10,830	1	10,650	11			10,650	2	10,950	6	11,300	3
12	11,011	16										

TABLE XIV (Cont'd)

COLLECTIVE BARGAINING AGREEMENTS: 1971 - 1972  
DISTRIBUTION OF PERSONNEL ON SALARY SCHEDULES

Bachelor's + 15

Step	HOLDEN		PAXTON		PRINCETON		RUTLAND		STERLING		W.R.S.D.	
	Salary	Pers.	Salary	Pers.	Salary	Pers.	Salary	Pers.	Salary	Pers.	Salary	Pers.
1	7,630		7,700		7,457		7,700		7,500		7,850	
2	7,995	2	8,025	1	7,883		8,025		7,800		8,250	1
3	8,280	4	8,350		8,309		8,350	1	8,100		8,550	
4	8,620	5	8,675	1	8,735		8,675	1	8,550	1	8,850	4
5	9,075	4	9,000	2	9,161	1	9,000		8,900	2	9,150	3
6	9,355	5	9,325	1	9,587		9,325	2	9,250		9,450	6
7	9,640	1	9,650		10,013		9,650		9,700	1	9,750	
8	10,095		9,975		10,439	1	9,975		9,950		10,150	2
9	10,380	2	10,300		10,865	1	10,300		10,300	1	10,550	3
10	10,660	1	10,625	1	11,291	2	10,625	1	10,700		11,050	3
11	11,115	2	10,950	3			10,950	2	11,250	1	11,650	7
12	11,290	5										

TABLE XIV (Cont'd)

COLLECTIVE BARGAINING AGREEMENTS: 1971 - 1972

DISTRIBUTION OF PERSONNEL ON SALARY SCHEDULES

Master's Degree		HOLDEN		PAXTON		PRINCETON		RUTLAND		STERLING		W.R.S.D.	
		Step	Salary	Pers.	Salary	Pers.	Salary	Pers.	Salary	Pers.	Salary	Pers.	Salary
		1	7,860		8,000		7,812		8,000		7,800		8,200
		2	8,220		8,325		8,238		8,325		8,100	1	8,650
		3	8,505	2	8,650	1	8,664		8,650		8,400		9,100
		4	8,845		8,975	1	9,090		8,975	2	8,850	1	9,550
		5	9,399	2	9,300		9,516		9,300		9,200	1	10,000
		6	9,640	1	9,625		9,942	1	9,625		9,550	1	10,450
		7	9,925	4	9,950		10,368		9,950		10,000	1	10,900
		8	10,095	3	10,275		10,794	1	10,275		10,250	1	11,350
		9	10,380	1	10,600	1	11,220		10,600		10,600		11,800
		10	10,660	1	10,925		11,646		10,925		11,000		12,250
		11	11,115	1	11,250	1	12,072	1	11,250		11,550		12,700
		12	11,290	12	11,575	4							



TABLE XIV (Cont'd)

COLLECTIVE BARGAINING AGREEMENTS: 1971 - 1972  
 DISTRIBUTION OF PERSONNEL ON SALARY SCHEDULES

Master's + 15

Step	HOLDEN		PAXTON		PRINCETON		RUTLAND		STERLING		W.R.S.D.	
	Salary	Pers.	Salary	Pers.	Salary	Pers.	Salary	Pers.	Salary	Pers.	Salary	Pers.
1	8,300		8,300		8,167		8,300		8,100		8,900	
2	8,625		8,625		8,593		8,625		8,400		9,000	
3	8,950		8,950		9,019		8,950		8,700		9,450	
4	9,275		9,275		9,445		9,275		9,150		9,900	
5	9,600		9,600		9,871		9,600		9,500		10,350	1
6	9,925		9,925		10,297		9,925		9,850		10,800	
7	10,250	1	10,250	1	10,723		10,250		10,300		11,250	1
8	10,575		10,575		11,149		10,575		10,550		11,700	
9	10,900	1	10,900	1	11,575		10,900		10,900		12,150	
10	11,225		11,225		12,001		11,225		11,300		12,600	
11	11,550		11,550		12,427		11,550	2	11,850	3	13,050	8
12	11,875		11,875		12,853							

TABLE XIV (Cont'd)

COLLECTIVE BARGAINING AGREEMENTS: 1971 - 1972  
DISTRIBUTION OF PERSONNEL ON SALARY SCHEDULES

## Master's + 30

Step	HOLDEN		PAXTON		PRINCETON		RUTLAND		STERLING		W.R.S.D.	
	Salary	Pers.	Salary	Pers.	Salary	Pers.	Salary	Pers.	Salary	Pers.	Salary	Pers.
1	8,375		8,600		8,522		8,600		8,400		8,900	
2	8,735		8,925		8,948		8,925		8,700		9,350	
3	9,015		9,250		9,374		9,250		9,000		9,800	
4	9,355		9,575		9,800		9,575		9,450		10,250	
5	9,810		9,900		10,226		9,900		9,800		10,700	
6	10,150		10,225		10,652		10,225		10,150		11,150	1
7	10,435		10,550		11,078		10,550		10,600		11,600	
8	11,020		10,875		11,504		10,875		10,850		12,050	
9	11,230		11,200		11,930		11,200		11,200		12,500	
10	11,510		11,525	1	12,356		11,525		11,600		12,950	
11	11,965		11,850		12,782		11,850	1	12,150		13,400	11
12	12,135	4	12,175	2	13,208	1						
13					13,634							

TABLE XIV (Cont'd)

COLLECTIVE BARGAINING AGREEMENTS: 1971 - 1972  
DISTRIBUTION OF PERSONNEL ON SALARY SCHEDULES

CAGS or 2 Degrees					
<u>Step</u>	HOLDEN	PAXTON	PRINCETON	RUTLAND	STERLING
	<u>Salary</u> <u>Pers.</u>	<u>Salary</u> <u>Pers.</u>	<u>Salary</u> <u>Pers.</u>	<u>Salary</u> <u>Pers.</u>	<u>Salary</u> <u>Pers.</u>
1					9,300
2					9,750
3					10,200
4					10,650
5					11,100 1
6					11,550
7					12,000
8					12,450
9					12,900
10	11,740 1				13,350 1
11	12,190				13,700
12	13,100				



contracts. In addition, to further facilitate the inter-district salary comparisons, Table XIV contains statistics on the relative distribution of school personnel on each of the salary plateaus.<sup>59</sup>

After having reviewed these salary/personnel schedules individually and as a group, the investigator offers the following generalizations.

First, the Wachusett Regional agreement not only contains a salary schedule that pays its teachers a greater salary at each step within the several degree requirement categories, but also contains the greatest number of degree requirement categories. Additionally, the relative distribution of personnel within and between these categories reveals that a greater percent of the Wachusett teaching personnel are employed at the higher salary levels.<sup>60</sup>

Second, only two of the salary schedules may be considered nearly identical (Paxton and Rutland); the remainder not only differ in terms of starting salaries and incremental steps, but they also have different degree requirement categories, and a different number of steps within each of these categories. Table XIV also reveals that considerable differences exist in the percentages of school personnel occupying each of these categories.

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<sup>59</sup> Source of information: Office of the Superintendent of Schools, School Union No. 64, Holden, Massachusetts.

<sup>60</sup> This can be explained in part by the fact that Wachusett is a regional high-school, and this thus may reflect a higher degree requirement and greater teacher specialization than would be necessary in the other K-8 schools.

Third, to further complicate attempts at comparison, statistical data are not available that distinguish between the number of instructional and non-instructional personnel within each of these categories. It is not known, for example, how many personnel occupy a teacher "block" on the salary schedule, but in reality function not as teachers but as administrators (full or part-time), librarians, or special staff assistants. Comparisons are made more meaningless by the inclusion in these salary schedules of personnel outside of the bargaining units.

Fourth, there is also no way to assess whether these salary schedules reflect differences in relative board-teacher bargaining power, or whether they mirror the boards' personnel policies. For example, high starting salaries might be granted as a deliberate attempt on the part of the board to attract competent teachers to the schools, or high salaries may reflect an increase in the teachers' relative bargaining power.

Fifth and last, there is no way, based upon the existing salary schedules, to accurately predict what a master salary schedule might entail. The "cost" of the master salary schedule would be a function of the parties' relative bargaining power, and is thus indeterminate. However, it is safe to predict that the teacher associations would seek to base the master schedule upon the better paying Wachusett agreement, and the boards would seek to base it upon those agreements that pay the teachers less. The eventual agreement would, as has been stated, be a function of the respective parties bargaining power. And, to the extent that regional negotiations alter the relative bargaining power, this will be reflected in the terms of the master agreement.



TABLE XV  
PERSONNEL DISTRIBUTION  
 (By Percent)\*

	B	B+15	M	M+15	M+30	CAGS	DR
HOLDEN	51%	25%	21%	—%	3%	1%	—%
PAXTON	41	23	23	5	8	—	—
PRINCETON	64	18	14	—	5	—	—
RUTLAND	58	24	7	7	3	—	—
STERLING	64	13	17	7	—	—	—
WACHUSETT REGIONAL	16	26	36	9	11	1	1

\* Rounded to nearest percentage.

Summary. To recapitulate, the investigator offers these conclusions:

1. It is the investigator's conclusion that no legal barrier exists to the introduction and maintenance of region-wide collective bargaining in School Union No. 64. Because the local boards retain the power to ratify, and thereby accept or reject, the terms of the master agreement, they would not be illegally delegating their discretionary powers by entering into regional negotiations. It would not be an unfair labor practice for the local boards to bargain as a group with a common representative of several teacher exclusive bargaining representatives.
2. A review of the existing agreements' provisions has disclosed that in some areas the agreements are very similar; however, in others they offer little resemblance to one another. The areas of similarity are found in those provisions relating to the subjects of grievances, teacher rights, and teacher obligations. Significant differences may be observed in the various agreements' provisions for leaves. However, despite these differences, the investigator believes that the evidence has demonstrated that sufficient areas of commonality exist which may provide the basis for the negotiation of a region-wide master labor agreement.

## C H A P T E R   I V

### REGIONAL NEGOTIATIONS: WILLINGNESS TO PARTICIPATE

Referring back to the design of this study, there remains to be explored only one "precondition" to the establishment of multi-employer bargaining in the public sector of the economy. This precondition concerns the parties' willingness to become involved in region-wide collective bargaining. The purpose of this chapter is to determine their relative willingness because it is assumed that if the parties are not willing to participate in regional negotiations, then such a proposal cannot be considered feasible.

The conclusions of the previous chapters have been based upon an analysis of objective legal, contractual, and financial data. The conclusion of this chapter rests upon the investigator's evaluation of generally non-quantifiable, subjective data. Although this factor builds into the study a potential source of error, the investigator has attempted to compensate for this by obtaining information from many sources and in many different ways. The investigator has relied upon the use of questionnaires, personal interviews, and public documents to obtain attitudinal data from regional and local board members, the Superintendent of the Union and Regional schools and his administrative staff, state and local association officials, and "other" interested persons. The results of this survey appear in the following pages.

### Personal Interviews

The investigator was afforded the opportunity of attending a Task Force meeting at Auburn, Massachusetts, on December 3, 1970.<sup>61</sup> This meeting, which was chaired by Mr. John Collins, Regional Director of the Worcester Office of the State Department of Education, was called for the purpose of explaining the proposed Pilot Project to state and local Massachusetts Teacher Association representatives. Present at the meeting were the Task Force members, representatives of the State Department of Education, the Massachusetts School Board Association representative and state, regional and local MTA officials.

During the course of the evening, the investigator discussed the proposed pilot project with the assembled officials. The pertinent results of these discussions have been summarized and are offered below.

Task Force Representatives. At the onset of the Auburn meeting it became apparent that a few members of the Task Force had strong doubts whether voluntary multi-board collective bargaining was feasible, not only in the area under study, but in public education in general. The majority of the Task Force, however, was of the opinion that regional negotiations could work if the parties were willing to give it a try. A major discussion evolved around whether or not the communities in School Union No. 64 were similar enough to permit regional negotiations.

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<sup>61</sup> The researcher attended this meeting both at the invitation of the State Department of Education and as a representative for Professor Friedman, Task Force member.

Many expressed the concern that the towns were not financially compatible enough to become involved in the proposed joint venture. The Task Force members were in general agreement that regional negotiations (or some other form of multi-employer bargaining) was a desirable alternative to the existing local board - local association relationships.

Teacher Association Representatives. The reaction of the state and local association representatives to the concept of region-wide negotiations was, at best, guarded. While their public response was that they were willing to give it serious consideration, privately their attitude can be summed as: "why should we? What is in it for us?"

The investigator talked informally with the state and local association officials both before and after the meeting. During these informal conversations these officials expressed a strong negative attitude toward the proposal. Two of the local officials voiced the opinion that they did not want to get involved with a couple of the other local associations, "because," as one of the local presidents replied, "we spend a lot of time researching our positions, and because we come prepared, we get the best contracts. These other guys in -----, don't want to do anything. I don't like freeloaders." It was explained that the associations in two of the communities were very weak in leadership and member participation, and that if they were to go into partnership with these locals they would only hurt themselves.

Another association member stated that the working conditions within the regional high-school and the local schools were too different to permit their standardization in a region-wide master labor agreement.

While, as has been stated, some association members saw regional negotiations as limiting their relative bargaining power, others saw it as a means through which to enhance theirs. When pushed on this point, they conceded that regional bargaining would probably result in an "averaging" of the terms of the existing agreements, and, while some associations would benefit, others would suffer.

The state officials brought up the point that region-wide bargaining would also deprive the locals of one of their most effective bargaining weapons - the ability to play one local board against another. This, it was pointed out, would only increase the local boards' bargaining powers at the expense of the local associations.

One local president suggested that the discussion was all academic because the local boards would never go along with the project. As he expressed it, "not only are there some real differences between the school boards, but one board differs with everyone and everything just for the hell of it." He mentioned personality conflicts within and between the boards as a major barrier to joint board participation in region-wide collective bargaining.

School Board Members. As has previously been stated, at this meeting the investigator volunteered to analyze the several labor agreements to see if areas of commonality could be identified upon which a master agreement might be negotiated. This analysis was completed in the fall of 1971. It was at this time that Dr. Edward Yaglou, Superintendent of Schools for Union No. 64 and the Wachusett Regional School District, contacted the investigator and requested that he present his findings at



a joint regional-union board meeting on October 7, 1971.<sup>62</sup>

The subsequent meeting was held in the Superintendent's Office at the Wachusett Regional High School in Holden, Massachusetts. In attendance at this meeting were Mr. Collins, Regional Director, Superintendent Yaglou, and members of the joint regional-union school boards. After the investigator broadly outlined his preliminary findings,<sup>63</sup> the discussion shifted to include the whole concept of regional negotiations. It was at this point that the investigator distributed copies of Norrgard's "Minnesota Experience" to those present. Several questions were then raised by the board members. These included: whether the local boards could legally participate in regional negotiations; what would be the benefits to the teachers and the boards from such a program; and, what steps would the investigator recommend for initiating a movement toward regional negotiations.

They were advised that the investigator had previously discussed the question of legality with experts in the field (see Chapter III), and it was his opinion that there was nothing in the statutes that would prohibit their engaging in regional negotiations.

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<sup>62</sup> Mr. Collins indicated that he had informed Dr. Yaglou that an analysis was being made of the labor agreements.

<sup>63</sup> Copies of Tables IX - XIII were distributed at this meeting to further support the researcher's contention that there were several clearly identifiable areas of similarity (see Chapter III) between the six agreements.

In response to the question concerning the expected benefits from regional negotiations, the investigator responded that both parties could expect to benefit through having to devote less time and effort to preparing for negotiations, by having available a more professional and thorough approach to negotiations, and by having a more easily administrable master agreement. It was also suggested that the boards would benefit inasmuch as they would not be exposed to "local" coercive comparisons. The teacher associations, it was suggested, would benefit by having a greater security from rival organizations, and by being better able to utilize the services of the state association's professional staff. This latter comment appeared to worry some of the board members,<sup>64</sup> because they did not want "outsiders" interfering with their teacher relationships.

One possible approach to introducing regional negotiations was offered by the researcher. This would involve; first, establishing individual board contacts with each of the local associations to determine if they wished to participate; second, assuming that they (and the local boards) were interested, forming a joint board-teacher association subcommittee to establish the "mechanics" for negotiating the first agreement; and, finally limiting the first agreement to those subjects for which there already exists a high degree of similarity in the existing agreements. The more complex issues could be resolved on a local board-

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<sup>64</sup> Another area of concern was provoked by the researcher's comment that the boards could expect that the associations would seek to negotiate into the master agreement the best (to them) provisions in each of the current agreements.

teacher association basis. Gradually, as the relationship matured, the parties might move to include these more complex issues as subjects for regional negotiations.

The sub-committee indicated their further interest by voting to recommend to their respective boards that the respective local association officials be approached regarding their possible interest in regional negotiations. One member suggested that perhaps it would be best to approach them after the current negotiations were completed, otherwise, it might "influence" the outcome of the negotiations. The other board members seemed to agree. A motion was then made and passed to give the investigator the fullest cooperation in his project. The sub-committee then invited the investigator to present his findings at their spring meeting.

Administrative Representatives. Three key administrators in the region under study were interviewed to determine their attitudes toward the possible introduction of regional negotiations in School Union No. 64. These administrators were: Dr. Edward P. Yaglou, Regional and Union Superintendent of Schools; Mr. Edward O'Connor, Associate Regional and Union Superintendent; and, Mr. William F. Carey, Assistant Superintendent of Schools for Union No. 64. As all three of these administrators are directly concerned with the negotiation and administration of the labor agreements, each was interviewed personally.<sup>65</sup>

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<sup>65</sup> Administratively Dr. Yaglou has the over-all responsibility for administering the school systems. In fulfilling these administrative responsibilities, he has delegated the responsibility for contract negotiations in the Wachusett Regional High School to Mr. O'Connor. Mr. Carey has the responsibility for negotiating with the remaining five districts.

During the subsequent interviews each administrator was asked (1) what he perceived to be the major advantages and/or disadvantages of regional negotiations, and (2) whether he thought such a proposal was feasible given the economic, social and political structure of the communities.

Despite some initial hedging, there seemed to be some agreement that regional negotiations offer both potential disadvantages as well as advantages. It was suggested that one possible disadvantage could result from the standardization of the duties and payments to certain classes of personnel. It was felt that if the master agreement standardized duties and salaries in the several school systems, problems could arise in the case of those individuals who are currently filling certain positions on a semi-formal, non-paid basis. It was believed that these persons would demand the same benefits as those individuals in the larger systems who functioned in these roles on a full-time, paid basis. It was also feared that personnel in the smaller systems would demand the creation of those job categories found only in the larger school systems.

The principle advantages of regional negotiations were seen to be found in the areas of contract negotiation and administration. One administrator replied that as things stood now, contract preparation and negotiations had evolved into a year-round job, and that he expected it would get much worse as the other non-instructional categories of employees demanded "this and that" just to keep up with the instructional staff. With the issues becoming more complex, the teachers demanding

more and more, and other employees wanting to "hop on the wagon," the job of negotiating and administering the labor agreements was becoming "one big headache." When he was asked if many problems were encountered in administering several agreements, one of the administrators replied, "that is the understatement of the year."

Responding to the question, "are regional negotiations feasible in your area?" they seemed quite pessimistic. This pessimism was predicated on the belief that the communities were generally non-compatible. It was pointed out that Holden is a large (relatively) industrial community that has many of the problems normally associated with larger communities. The other communities, on the other hand, are relatively small and have not experienced these problems. And, where Holden is an "urban," industrial community, the others are rural communities which serve as "bed-rooms" for the Worcester and Fitchburg metropolitan areas.

Although there was an apparent reluctance to comment upon the subject, one administrator indicated that historical inter-community rivalry had created "wounds" that time had not healed. It was expected that these community rivalries would either inhibit or preclude the establishment of regional negotiations. When the researcher inquired as to what the five communities had in common, one administrator summed up his thoughts with two words: "geographic proximity."

Voting Records. Many of the respondents have cited the fact that the five communities had overwhelmingly turned down a proposal to regionalize their K-8 schools as an index of voter sentiment toward any kind of joint community venture. As provisions for establishing multi-board



bargaining was specifically included in the regionalization proposal, the investigator believes it worth calling to the attention of the reader. The investigator does not claim that the following represents the voter attitudes toward regional negotiations, it is being offered only to provide another vantage point from which to assess community willingness to participate in local joint ventures.

In November of 1971 the so-called "K-12 Plan" was submitted to the voters of the five communities for approval. This plan had been the result of two years' work by the Wachusett Regional School Committee and the School Union No. 64 Planning Board. The initial study was prompted by the State Department of Education guidelines seeking the realignment of public school systems into unified districts of 2,000 or more pupils on a K-12 basis. The proposed regional district was to be under the jurisdiction of a single regional school committee. This proposed new nine member regional school committee would replace the existing 14 member Wachusett Regional Committee and the 19 members of the five local boards and union board. In place of these local school committees the K-12 Plan called for the appointment of a "citizens advisory board" of three to five members. This board was to provide a channel of communication to the proposed new regional board. Provisions were also included for an "escape hatch" procedure for towns that decided that they wished to withdraw from the regional system.

Of particular interest to this study is Section 18 of the "Revised Agreement," entitled Collective Bargaining Contracts. This section



contains the following provisions:<sup>66</sup>

All employees of the local school committees of the member towns who are covered by the provisions of a collective bargaining contract on December 31, 1971, shall become members of the appropriate Wachusett District bargaining group and be covered by the Wachusett contract and no salary shall be reduced and no benefit shall be reduced or delegated because of the transfer to the Wachusett District group.

While, as it has been stated, it is difficult to generalize whether the actions of the voters reflected their attitude toward regionalization per se, or to specific parts of the total proposal such as the disbandment of the local school boards, the creation of citizen advisory boards, or the establishment of regional negotiations, the results do reveal that the voters were unhappy about something.

At special town meetings held on November 1, 1971, only the voters of one town (Paxton) favored the plan (96-34). The remaining communities overwhelmingly rejected the K-12 Plan. The Worcester Telegram reported that in Holden, the Town Moderator, "declared the vote unanimously opposed to the K-12 Plan after a voice vote in which an overwhelming majority of voters shouted their opposition."<sup>67</sup> It was further reported that in Rutland the count was 97 to 7; Princeton recorded 116 to 38; and, in Sterling "a show of hands recorded 280 opposed and 3 in favor."<sup>68</sup>

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<sup>66</sup> Revised Agreement for a Regional School District for the Towns of Holden, Paxton, Princeton, Rutland and Sterling, Section 18, "Collective Bargaining Contracts," September 27, 1971, p. 21.

<sup>67</sup> Worcester Telegram, November 2, 1971, p. 1.

<sup>68</sup> Ibid.

A post-mortem by the Telegram offered these reasons for the defeat of the plan: a fear of loss of local control of the public schools; the belief that "it's too big a responsibility to put schools in the hands of one central board;" and a widespread inability to see how the plan would benefit certain communities.<sup>69</sup> The Worcester Sunday Telegram quoted four of the five-member Holden board as expressing their belief that "the plan has few educational advantages for Holden, and Holden taxpayers would ultimately pay more for education under the plan."<sup>70</sup> Two Sterling residents who served on the School Union No. 64 Planning Board that designed the K-12 Plan later expressed public opposition to it on the grounds that "Sterling would be giving up its veto power and its three members on the Wachusett Regional Committee, and would have no voice about where a new school building could be built."<sup>71</sup>

When questioned why he thought the voters had so overwhelmingly defeated the plan, Superintendent Yaglou replied that they could not see how it would benefit their individual communities. And, with the possible exception of assisting the financing of a badly needed new middle

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<sup>69</sup> Worcester Telegram, November 2, 1971, p. 12.

<sup>70</sup> Worcester Sunday Telegram, October 31, 1971, p. 36.

<sup>71</sup> Ibid.

school, and simplifying his board relationships,<sup>72</sup> he personally would be hard pressed to cite additional advantages under the plan.

According to Superintendent Yaglou, the MTA locals appeared to express coolness to the plan, but he could not say for sure that this coolness was directed at Section 18 (the collective bargaining provision). Publicly the MTA took no formal position.

Paxton residents who were questioned why Paxton voted (96-34) to accept the plan, replied that it was cheaper to build schools under a regional system, and, besides, the plan provided for a middle school to be built in the Paxton-Sterling area.

#### Questionnaires

A further attempt was made to determine the attitudes of each of the "key actors" toward regional negotiations through the use of a questionnaire. As designed, this questionnaire contained two parts. One part consisted of a semantic differential modeled after the instrument developed by the team of Osgood, Susi, and Tannenbaum.<sup>73</sup> The second part consisted of two open-ended questions. These questions asked: how the respondent personally felt about region-wide collective bargaining; and, how he perceived his constituents would feel about the possibility

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<sup>72</sup> The buildings proposed in the plan would receive 61.4% in state aid, compared to the 41% for new schools built in a non-regionalized school system. Superintendent Yaglou stated that dealing with one regional school committee would be less cumbersome than the present structure whereby he must deal with five local, one union, and one regional board.

<sup>73</sup> Osgood, loc. cit.

of local boards and teacher association joining for regional negotiations.

The semantic differential was comprised of eight key statements relating to the concept of regional negotiations; below each statement were a set of fourteen "evaluative" factors selected from those having a loading of .75 or higher in the Osgood Table of Rotated Factors Loading Analysis. The respondents were instructed to indicate their reaction to these statements by placing an "X" at the appropriate position on each of the fourteen scales (see index for sample questionnaire). The reliability of the instrument was to be determined by the use of the Spearman-Brown Prophecy Formula whereby the fourteen scales under each of the eight statements would be divided into "half-tests," and a correlation computed between the half-tests.<sup>74</sup>

The population to whom the questionnaires were administered consisted of 28 school board members in each of the local, union, and regional school boards in the area, and to the six presidents of the local teacher associations. Accompanying these questionnaires was an introductory letter explaining the purpose of the questionnaire ( a sample introductory letter may be found in the index). These questionnaires were

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<sup>74</sup> Harold Walker and J. Levy, Elementary Statistical Methods (New York: Henry Holt and Company, 1958). It was recognized that the correlation between half-tests is lower than may have been obtained under alternative tests; however, it was assumed that the half-test would have provided a "reasonable approximation" of the reliability of the instrument in determining the actors' attitude regional negotiations. The formula to be utilized was:

$$R_2 = \frac{2r}{1-r}$$

(R = correlation between 2 comparable test forms; and r = the correlation between the 2 half-tests.)

mailed to all school board members on December 7, 1971. With minor changes the same questionnaire was mailed to all local association presidents on December 29, 1971.<sup>75</sup> In each case a follow-up letter (see index) was mailed within a few days requesting that the questionnaire be returned as soon as possible. Within a week a post-card (see index) was sent reminding those who had not returned their questionnaires to please do so.

The following table summarizes the board responses to the questionnaires:

<u>BOARD</u>	<u>SENT</u>	<u>RETURNED</u>
Wachusett Regional	9*	3
Holden	5	4
Paxton	3	0
Princeton	3	2
Rutland	3	2**
Sterling	<u>5</u>	<u>2</u>
Total	28	13

\* The Wachusett Regional Board is a 14 member board; however, as six of these members also sat on local boards they received only one questionnaire. Three of the six local members on the Wachusett Regional Board responded.

\*\* One respondent replied by letter that he was responding "on behalf of the Rutland School Board."

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<sup>75</sup> The "minor changes" consisted of changing the word "board" to read "association."

School Board Response. About forty-seven percent of the school board members returned the questionnaire. As is indicated above, the responses varied between Holden's eighty percent and Paxton's "non-response." Only one responding board member completely filled out the semantic differential portion of the questionnaire, and his comment at the end of this portion was, "this is ridiculous!" Some of the other respondents attempted to fill out the semantic differential; however, after the first page or two, they proceeded to either cross out the entire page and/or only respond to certain factors on the fourteen point scale. Several respondents added remarks like, "this is for 4 year-olds," "Silly," or "stupid set of answers" on the pages. Nearly all of the respondents responded directly to the statements at the top of the semantic differential. This, of course, precluded the utilization of the semantic differential as a method for "scientifically" determining the relative attitudes of the key actors toward the concept of regional negotiations in School Union No. 64.

The investigator does believe that the responses to the questionnaires' open-ended questions, as well as the comments directed at the key statements, provided a valuable clue to their attitudes toward region-wide collective bargaining. To facilitate presentation, the school board members' responses have been capsulated into the following statements. Generally, it was believed that:

1. Regional negotiations may be desirable inasmuch as they were seen as a method for eliminating "whip-sawing" (some called it "seesawing"), and thereby allowing board members more time to



- spend on "other school business;
2. Regional negotiations may be expected to cost some towns more money as the teachers would seek to bring all their agreements up to the level of the Wachusett Regional agreement;
  3. Regional negotiations may be expected to result in some loss of control of the schools;
  4. Regional negotiations may be good in theory; however, it is not feasible in Union No. 64 because the towns differ in financial ability;<sup>74</sup>
  5. Regional negotiations would not be supported by the taxpaying public because the public would believe it would result in higher teacher salaries and therefore higher property taxes;
  6. Regional negotiations were viewed as offering these potential advantages: eliminating whipsawing, freeing board members from bargaining subcommittees, simplifying the attraction and retention of teachers, permitting more expertise to be utilized at the bargaining table, improving inter-board communications, and preventing the MTA from establishing a big wage "pattern;"<sup>75</sup> and,

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<sup>74</sup> One member responded that he did not believe regional negotiations to be feasible because the boards "had trouble even agreeing on a common school calendar, so how could you expect them to agree on this!"

<sup>75</sup> It is of perhaps significance to note that not one board member suggested that regional negotiations would make the Superintendent's job easier. In an earlier interview, one member of the administrative staff commented that the boards were not concerned with making their job easier because, in his words, "they pay us for our headaches."

7. Regional negotiations were viewed as offering these potential disadvantages: stifling local educational innovations; resulting in a further separation between teachers, administrators, board members, and voters; eliminating the possibility of local wage-benefit trade-offs; imposing added costs on poorer communities; creating agencies further removed from voter control; depersonalizing the board-teacher relationships; introducing professional union negotiators to local negotiations; increasing the power of unions; and, spreading divisiveness throughout the region.

Teacher Association Response. Of the six questionnaires mailed to the local teacher association presidents four, or about sixty-six percent, were returned. Only the Paxton and Wachusett Regional associations did not respond. The responses to the questions have been condensed and are summarized below:<sup>76</sup>

1. The Sterling Teacher Association replied that "Region-wide collective bargaining would be detrimental to towns already having 'good' contracts. Sterling and Princeton, having better salary schedules, would be at a disadvantage with Paxton and Rutland and Holden, which are much less."
2. The Princeton Teacher Association replied that "this (regional negotiations) would not be feasible in our association."

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<sup>76</sup> Two of the respondents were recently elected to the office of president in their respective locals. Their comments mirror those of their predecessors.

3. The Holden Teacher Association responded that "In the past when we were the highest we rejected attempts to unify the towns for one contract... It would (now) be to our advantage as we are the lowest paid of the towns... (T)he MTA likes to play one town against the other and are afraid of losing leverage."
4. The Rutland Teacher Association stated that "Some of the teachers' attitudes seem rather provincial - they are afraid of the town (Rutland) losing local control; of Holden getting more than its share of the benefits; of having to pay more taxes (most teachers live and work in Rutland)... and because of this provincialism, those who oppose, I believe, outnumber those who favor."
5. Regional negotiations were seen to offer the following advantages to the teacher association(s): equalize salaries between elementary and high school teachers; permit personnel transfers between different districts; allow a pooling of local association talents; and, increasing some local association's bargaining powers.<sup>77</sup>
6. Regional negotiations were believed to present certain disadvantages to the local teacher association(s). This includes: the loss of local autonomy; a dilution of some local's

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<sup>77</sup> It is interesting to note that none of the responses suggested as a possible advantage consider a better utilization of professional staff assistance, or an elimination of the wastes in time and effort inherent in the existing bargaining relationships. It will be recalled that these are considered to be two of the principle advantages to accrue to the association under regional negotiations!

bargaining power; an "averaging" of contract provisions; and, a loss of the ability to whip-saw local boards.

7. Responses to the question on whether the voters would support regional negotiations were generally negative. They ranged from an outright "No" to a "Huh!". In response to the question on the feasibility of regional negotiations, these remarks were made: "not feasible in our association;" "possible - yes, but doubtful;" and, "now would be a good time to try to bring us together."

Summary. The central focus of this chapter has been on assessing the relative willingness of the key actors to become involved in region-wide collective bargaining in School Union No. 64. The attitudinal data have been assembled from several sources through the use of personal interviews, questionnaires and public records. Despite the limitations inherent in the methodology utilized, the investigator believes that the assembled evidence supports these generalizations:

1. Board members questioned both the desirability and the feasibility of regional negotiations on the grounds that the five communities are not financially compatible, and as regional negotiations could cost some communities more money, the voters would never support their boards' movements in this direction - assuming that the boards wanted to in the first place. While

some advantages were offered in the areas of contract negotiation (time saving) and administration (easier to administer), the boards believed that these advantages were offset by the probability of more costly labor agreements - and higher taxes. In addition the boards were fearful that they would "lose control of their local schools."

2. The school administrators perceived a net gain to be derived from regional negotiations. However, they were doubtful that the local boards would want to become involved in regional negotiations.
3. The voting public was viewed by both the boards and the associations as being very much opposed to any plan that might conceivably increase their taxes and/or deprive them of control of their schools.
4. The association officials at both the state and local levels perceived regional negotiations as placing local associations at a relative bargaining disadvantage vis-a-vis the local boards. It was generally presumed that regional negotiations would strip the locals of their most powerful bargaining weapon - the ability to whipsaw the local boards. None of the respondents were able (or attempted) to identify the major benefits to be obtained from regional negotiations: the elimination of the existing duplications in bargaining time and effort, and a more effective utilization of MTA professional staff negotiation and administration services.

To briefly summarize, the evidence assembled clearly revealed that the key "actors" had strong reservations about joining for purposes of regional negotiations. Although each party did identify several advantages it would obtain from negotiating on a region-wide basis, they also cited several important (to them) reasons for not joining a region-wide bargaining relationship.



## CHAPTER V

### FEASIBILITY OF REGIONAL NEGOTIATIONS IN SCHOOL UNION NO. 64

#### Conclusion

To briefly recapitulate, this study has had a dual objective: (1) to familiarize the reader with problems associated with local board-teacher association bargaining relationships, and to describe the efforts of the Massachusetts Department of Education to alleviate these problems through the introduction of region-wide collective bargaining; and, (2) based upon the established preconditions for successful multi-employer bargaining in the public sector, to assess the feasibility of regional negotiations in School Union No. 64.

With regard to the first objective, the preponderance of evidence indicates that local board-teacher association bargaining relationships do entail many inefficiencies that can be remedied through the adoption of a multi-employer bargaining structure. Potentially, regional negotiations will eliminate the duplication found in preparing for and negotiating several labor agreements and it will result in a master agreement that is easier for the administration to administer. And, it may also be argued, that as both parties will be able to utilize professional negotiators in their contract negotiations, this will result in fewer disputes both during and after negotiations.

Regional negotiations also offer individual advantages to the local boards and teacher associations. The local boards would collectively

benefit through the acquisition of an immunity from the association practices of playing one local board against another. The local associations collectively stand to benefit through a more efficient utilization of MTA staff personnel, and to gain a greater degree of security from potential rival organizations.

Recognizing the many benefits to be obtained from introducing regional negotiations, the Massachusetts Department of Education directed its Task Force on Collective Bargaining to establish a Pilot Program in the five towns comprising School Union No. 64. Despite numerous meetings with board and teacher representatives at the state and local levels, little identifiable progress has been made toward establishing regional negotiations.

Utilizing the "preconditions" for successful multi-employer bargaining in the public sector, the investigator has attempted to determine whether voluntary region-wide collective bargaining is feasible in School Union No. 64. The evidence suggests that, on the surface, School Union No. 64 is an "ideal" place to introduce a pilot program of regional negotiations. Not only were most of Professor Smythe's preconditions clearly present, but the parties also had the moral support and encouragement of the Task Force. Only three of the preconditions could not be readily answered with an unqualified "yes." These were restated as questions and expressed as: (1) are the towns similar in their financial ability to support their public schools; (2) do the local school boards have the contractual capacity to join in regional negotiations; and (3) do the "key actors" want to become involved in region-wide collective

bargaining. The relative importance of these three questions is such that a "no" answer to any of them would have an adverse effect upon the feasibility of introducing regional negotiations.

The question of relative fiscal ability was examined in Chapter II. This was explored by separating fiscal ability into two related components: community fiscal capacity, and community fiscal effort. When examining only community fiscal capacity, the question was raised whether Princeton was compatible with the other communities; however, an analysis of community fiscal effort clearly demonstrated that Princeton could make a financial effort equal to that of the other communities. Thus, although lacking in fiscal capacity, Princeton appeared to have sufficient community fiscal willingness to utilize its limited resources to permit it to participate in regional collective bargaining.

In Chapter III an inquiry was made into the local boards' contractual capacity. This inquiry revealed that as long as no statutory prohibitions on such activity exist, it is within the broad discretionary powers of the local school boards to enter into region-wide collective bargaining. Likewise, evidence also indicates that joint board negotiations with several certified teacher associations could not be constituted as an unfair labor practice within the meaning of the teacher bargaining statute.

The remaining question concerned the willingness of the parties to become involved in regional negotiations. Unlike the previous questions, whose answers could be determined from an analysis of quantifiable, objective data, the investigator has had to rely upon his

interpretation of non-quantifiable, subjective information obtained from selected school board, association and administrative officials. The only "scientific" approach toward determining attitudes had to be discarded because of the unwillingness of the respondents to cooperate with the investigator. Nevertheless, the investigator believes that sufficient data have been obtained from sufficient sources to justify the following conclusion.

The preponderance of the evidence suggests that, despite their initial interest in regional negotiations, the parties are not now willing to become involved in region-wide collective bargaining.

Both the local school boards and the local teacher associations are reluctant to participate in this proposed joint venture. This reluctance can be traced to a jointly shared belief that regional negotiations will benefit the other party more than it will them. More specifically, while the board members can identify some benefits to be obtained from regional negotiations, they have strong fears that it will also result in a diminution of their control over the local schools, and ultimately to the imposition of an added financial burden upon their community. As political entities, they are obviously sensitive to any proposal that might necessitate increasing local taxes, and thus incurring the ire of the voters. The voters, by their voting record on the K-12 Plan, clearly indicate their sentiment toward plans that might result in loss of control of the local schools and/or increase their taxes.

None of the local association presidents identified two of the major advantages of regional negotiations (savings in time and effort and

a better utilization of professional staff). Nearly all expressed concern that regional negotiations would weaken their bargaining power by depriving them of their most effective bargaining technique - whipsawing. This concern was shared by both state and local officials.

Only those association officials who currently had a relatively "poorer" contract indicated that they might be interested in joining other associations for regional negotiations. Those associations who currently have the "better" agreements asserted that they did not want to join with the other associations because they could get a better contract on their own. The prevailing association attitude is summed up in a questionnaire response from the President of the Holden Teachers Association:

Our teachers now would probably join with the other towns for one contract. It would be to our advantage as we are the lowest paid of the towns.

In the past when we were the highest we rejected attempts to unify the towns. This is one of the real problems to overcome. The other is the fact that the M.T.A. likes to play one town against the other and are afraid of losing leverage.

While it is much less obvious, the researcher has detected another possible reason why the association officials are reluctant to participate in regional negotiations. This is a desire to retain their personal influence over their membership. An association official can continue to be recognized as influential only as long as he personally can exert influence in the negotiations that will determine the employment conditions of his constituency. The extent to which the official perceives that regional negotiations will limit his role in the bargaining

process, will adversely influence his willingness to participate.

It is thus the researcher's conclusion that the voluntary introduction of region-wide collective bargaining in Massachusetts School Union No. 64 is not feasible at this time. This conclusion is predicated on evidence that both parties harbor a strong belief that it would be to their disadvantage to become involved in regional negotiations. Each perceives his involvement in such a proposal as improving the other side's bargaining power vis-a-vis his own. Therefore, unless and until both parties become convinced that it would be to their relative advantage to participate in regional negotiations, such a proposal cannot be considered feasible.



A P P E N D I X    A

QUESTIONNAIRE TO BOARD AND ASSOCIATION OFFICIALS



*The Commonwealth of Massachusetts* 113  
*University of Massachusetts*  
*Amherst 01002*

ATIONS AND RESEARCH CENTER  
Draper Hall

Area Code 413  
545-2893, 545-2884, or 545-2860

December 7, 1971

Dear Sir:

You are undoubtedly aware that the Massachusetts Board of Education Task Force on Collective Bargaining in public education has been exploring the feasibility of establishing "region-wide" collective bargaining in this state, and that School Union No. 64 has been selected as the focal point of this study.

Region-wide collective bargaining is seen as an alternative to the existing local school board - local teacher association bargaining relationship. Region-wide collective bargaining would consist of all local school boards and all local teacher associations joining together for purposes of negotiating a single, "master" labor agreement. This master agreement would, more or less, standardize employment conditions within the regional school district.

In my capacity as a doctoral candidate at the University, I have volunteered my assistance in determining the feasibility of introducing region-wide bargaining in School Union No. 64. It is in this respect that I am requesting your assistance. As I have been unable personally to contact each local board member, I have constructed a questionnaire which is designed to reflect your attitude towards introducing region-wide bargaining in your School Union. Although the enclosed questionnaire appears to be rather lengthy, it should take no more than ten minutes of your time. In addition to the form questionnaire, I would also appreciate a brief statement concerning (1) what you believe to be the advantages and/or disadvantages of such a proposal; and (2) whether the voters would accept such a proposal.

After you have finished the questionnaire, please place it in the enclosed, stamped envelope and mail it at your earliest convenience. All replies will, of course, be held in the strictest confidence. Results of this study shall be made available to the Task Force and interested local parties.

Thank you and best wishes for the new year,

Wayne L. Emerson

WLE:sod

## SAMPLE\*

INSTRUCTIONS

At the top of each of the following pages appears a short statement related to the concept of region-wide collective bargaining in the public schools. Each statement is followed by a set of fourteen scales. Please evaluate each statement in terms of each set of scales.

## HERE IS HOW TO USE THE SET OF SCALES:

1. If you feel that the statement is VERY CLOSELY related to one (or the other) end of the scale, you should place an "X" as follows:

STRONG      X                                              WEAK  
 STRONG                                              X      WEAK

2. Should you feel that the statement is MODERATELY related to one (or the other) end of the scale, you should place an "X" as follows:

GOOD                X                                    BAD  
 GOOD                                    X                BAD

3. Or, if you feel NEUTRAL toward the statement, you should place an "X" as follows:

FAIR                          X                          UNFAIR

PLEASE USE THE REVERSE SIDE OF THIS QUESTIONNAIRE to make a brief comment on (1) what you believe to be the advantages and/or disadvantages of region-wide collective bargaining in your school district; and (2) whether or not you believe that your constituents would favor such a proposal.

Thank you for your cooperation.

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\* With minor alterations, this and the accompanying questionnaire were sent to both board and teacher association officials.

1. A SINGLE, REGION-WIDE COLLECTIVE BARGAINING AGREEMENT IS DESIRABLE.

GOOD	_____	_____	_____	_____	_____	BAD
UGLY	_____	_____	_____	_____	_____	BEAUTIFUL
SWEET	_____	_____	_____	_____	_____	SOUR
DIRTY	_____	_____	_____	_____	_____	CLEAN
TASTY	_____	_____	_____	_____	_____	DISTASTEFUL
WORTHLESS	_____	_____	_____	_____	_____	VALUABLE
PLEASANT	_____	_____	_____	_____	_____	UNPLEASANT
BITTER	_____	_____	_____	_____	_____	SWEET
HAPPY	_____	_____	_____	_____	_____	UNHAPPY
PROFANE	_____	_____	_____	_____	_____	SACRED
FRAGRANT	_____	_____	_____	_____	_____	FOUL
DISHONEST	_____	_____	_____	_____	_____	HONEST
FAIR	_____	_____	_____	_____	_____	UNFAIR
AWFUL	_____	_____	_____	_____	_____	NICE

2. REGION-WIDE COLLECTIVE BARGAINING WILL MAKE THE SCHOOL BOARD  
MEMBER'S\* JOB EASIER.

GOOD	_____	_____	_____	_____	_____	BAD
UGLY	_____	_____	_____	_____	_____	BEAUTIFUL
SWEET	_____	_____	_____	_____	_____	SOUR
DIRTY	_____	_____	_____	_____	_____	CLEAN
TASTY	_____	_____	_____	_____	_____	DISTASTEFUL
WORTHLESS	_____	_____	_____	_____	_____	VALUABLE
PLEASANT	_____	_____	_____	_____	_____	UNPLEASANT
BITTER	_____	_____	_____	_____	_____	SWEET
HAPPY	_____	_____	_____	_____	_____	UNHAPPY
PROFANE	_____	_____	_____	_____	_____	SACRED
FRAGRANT	_____	_____	_____	_____	_____	FOUL
DISHONEST	_____	_____	_____	_____	_____	HONEST
FAIR	_____	_____	_____	_____	_____	UNFAIR
AWFUL	_____	_____	_____	_____	_____	NICE

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\* "Board member's" changed to "association member's" on questionnaire to association officials.

3. REGION-WIDE COLLECTIVE BARGAINING WILL NOT COST THE TOWN MORE MONEY.

GOOD	_____	_____	_____	_____	_____	BAD
UGLY	_____	_____	_____	_____	_____	BEAUTIFUL
SWEET	_____	_____	_____	_____	_____	SOUR
DIRTY	_____	_____	_____	_____	_____	CLEAN
TASTY	_____	_____	_____	_____	_____	DISTASTEFUL
WORTHLESS	_____	_____	_____	_____	_____	VALUABLE
PLEASANT	_____	_____	_____	_____	_____	UNPLEASANT
BITTER	_____	_____	_____	_____	_____	SWEET
HAPPY	_____	_____	_____	_____	_____	UNHAPPY
PROFANE	_____	_____	_____	_____	_____	SACRED
FRAGRANT	_____	_____	_____	_____	_____	FOUL
DISHONEST	_____	_____	_____	_____	_____	HONEST
FAIR	_____	_____	_____	_____	_____	UNFAIR
AWFUL	_____	_____	_____	_____	_____	NICE



4. REGION-WIDE COLLECTIVE NEGOTIATIONS WILL NOT RESULT IN THE LOSS OF LOCAL CONTROL OF THE SCHOOLS.

GOOD	_____	_____	_____	_____	_____	BAD
UGLY	_____	_____	_____	_____	_____	BEAUTIFUL
SWEET	_____	_____	_____	_____	_____	SCUR
DIRTY	_____	_____	_____	_____	_____	CLEAN
TASTY	_____	_____	_____	_____	_____	DISTASTEFUL
WORTHLESS	_____	_____	_____	_____	_____	VALUABLE
PLEASANT	_____	_____	_____	_____	_____	UNPLEASANT
BITTER	_____	_____	_____	_____	_____	SWEET
HAPPY	_____	_____	_____	_____	_____	UNHAPPY
PROFANE	_____	_____	_____	_____	_____	SACRED
FRAGRANT	_____	_____	_____	_____	_____	FOUL
DISHONEST	_____	_____	_____	_____	_____	HONEST
FAIR	_____	_____	_____	_____	_____	UNFAIR
AWFUL	_____	_____	_____	_____	_____	NICE

5. REGION-WIDE COLLECTIVE BARGAINING OFFERS EQUAL ADVANTAGES TO BOTH THE TEACHER ASSOCIATIONS AND THE SCHOOL BOARDS.

GOOD	_____	_____	_____	_____	_____	BAD
UGLY	_____	_____	_____	_____	_____	BEAUTIFUL
SWEET	_____	_____	_____	_____	_____	SOUR
DIRTY	_____	_____	_____	_____	_____	CLEAN
TASTY	_____	_____	_____	_____	_____	DISTASTEFUL
WORTHLESS	_____	_____	_____	_____	_____	VALUABLE
PLEASANT	_____	_____	_____	_____	_____	UNPLEASANT
BITTER	_____	_____	_____	_____	_____	SWEET
HAPPY	_____	_____	_____	_____	_____	UNHAPPY
PROFANE	_____	_____	_____	_____	_____	SACRED
FRAGRANT	_____	_____	_____	_____	_____	FOUL
DISHONEST	_____	_____	_____	_____	_____	HONEST
FAIR	_____	_____	_____	_____	_____	UNFAIR
AWFUL	_____	_____	_____	_____	_____	NICE

6. THE TOWNS IN SCHOOL UNION NO. 64 ARE VERY SIMILAR IN TERMS OF FINANCIAL ABILITY.

GOOD	_____	_____	_____	_____	_____	BAD
UGLY	_____	_____	_____	_____	_____	BEAUTIFUL
SWEET	_____	_____	_____	_____	_____	SOUR
DIRTY	_____	_____	_____	_____	_____	CLEAN
TASTY	_____	_____	_____	_____	_____	DISTASTEFUL
WORTHLESS	_____	_____	_____	_____	_____	VALUABLE
PLEASANT	_____	_____	_____	_____	_____	UNPLEASANT
BITTER	_____	_____	_____	_____	_____	SWEET
HAPPY	_____	_____	_____	_____	_____	UNHAPPY
PROFANE	_____	_____	_____	_____	_____	SACRED
FRAGRANT	_____	_____	_____	_____	_____	FOUL
DISHONEST	_____	_____	_____	_____	_____	HONEST
FAIR	_____	_____	_____	_____	_____	UNFAIR
AWFUL	_____	_____	_____	_____	_____	NICE

7. THE VOTERS WOULD SUPPORT THE IDEA OF ESTABLISHING REGION-WIDE  
COLLECTIVE BARGAINING IN SCHOOL UNION NO. 64.

GOOD	_____	_____	_____	_____	_____	BAD
UGLY	_____	_____	_____	_____	_____	BEAUTIFUL
SWEET	_____	_____	_____	_____	_____	SOUR
DIRTY	_____	_____	_____	_____	_____	CLEAN
TASTY	_____	_____	_____	_____	_____	DISTASTEFUL
WORTHLESS	_____	_____	_____	_____	_____	VALUABLE
PLEASANT	_____	_____	_____	_____	_____	UNPLEASANT
BITTER	_____	_____	_____	_____	_____	SWEET
HAPPY	_____	_____	_____	_____	_____	UNHAPPY
PROFANE	_____	_____	_____	_____	_____	SACRED
FRAGRANT	_____	_____	_____	_____	_____	FOUL
DISHONEST	_____	_____	_____	_____	_____	HONEST
FAIR	_____	_____	_____	_____	_____	UNFAIR
AWFUL	_____	_____	_____	_____	_____	NICE

8. REGION-WIDE COLLECTIVE BARGAINING IS FEASIBLE IN SCHOOL UNION

NO. 64.

GOOD	_____	_____	_____	_____	_____	BAD
UGLY	_____	_____	_____	_____	_____	BEAUTIFUL
SWEET	_____	_____	_____	_____	_____	SOUR
DIRTY	_____	_____	_____	_____	_____	CLEAN
TASTY	_____	_____	_____	_____	_____	DISTASTEFUL
WORTHLESS	_____	_____	_____	_____	_____	VALUABLE
PLEASANT	_____	_____	_____	_____	_____	UNPLEASANT
BITTER	_____	_____	_____	_____	_____	SWEET
HAPPY	_____	_____	_____	_____	_____	UNHAPPY
PROFANE	_____	_____	_____	_____	_____	SACRED
FRAGRANT	_____	_____	_____	_____	_____	FOUL
DISHONEST	_____	_____	_____	_____	_____	HONEST
FAIR	_____	_____	_____	_____	_____	UNFAIR
AWFUL	_____	_____	_____	_____	_____	NICE

A P P E N D I X    B

SAMPLE FOLLOW-UP POSTCARD



SAMPLE\*

December 14, 1971

Dear School Board Member:

If you have not already done so, would you please complete the questionnaire I mailed to you on December 7, 1971. I realize that this is a busy season and many demands are being made of you; however, I would be most appreciative of your early response to this questionnaire.

Thank you, and have a Merry Christmas.

Wayne Emerson

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\* Similar postcards were mailed to all teacher representatives who had not responded after one week.

A P P E N D I X    C

SAMPLE FOLLOW-UP LETTER



*The Commonwealth of Massachusetts*  
*University of Massachusetts*  
*Amherst 01002*

126

ATIONS AND RESEARCH CENTER  
Draper Hall

Area Code 413  
545-2893, 545-2884, or 545-2860

December 29, 1971

Dear Sir:

As part of a research project I am currently involved with, I recently mailed to you a questionnaire on region-wide collective bargaining in the public schools. In this questionnaire you were asked to indicate your reactions to several statements associated with the feasibility of establishing some form of region-wide collective bargaining in School Union No. 64. You were also asked to briefly comment on what you believed to be the advantages and/or disadvantages of region-wide collective bargaining.

While the overall response has been very good, the success or failure of this project depends in great part upon the cooperation of all local officials. Therefore, if you have not already done so, I would very much appreciate it if you could find time to fill out the questionnaire and mail it in the stamped, self addressed envelope.

Thank you for your cooperation.

Best wishes for the new year,

Wayne L. Emerson

WLE:jas

## GLOSSARY OF TERMS

Agreement

A written contract between an employer and an employee organization, usually for a definite term, defining conditions of employment (wages, hours, and working conditions), and procedures to be followed in settling disputes or handling issues that arise during the life of the agreement.

American Federation of Labor - Congress of Industrial Organization (AFL-CIO)

A federation of autonomous national and international unions created by the merger of the AFL and the CIO in 1955. The initials AFL-CIO indicate that a union is an affiliate of this organization.

American Federation of Teachers, AFL-CIO (AFT)

Organized in 1916, the AFT is a trade union-oriented organization of classroom teachers. With approximately 450 local affiliates, AFT has approximately 250,000 members, most of whom are concentrated in large cities. The AFT has been considered to be the most militant of the two major teacher organizations.

Appropriate Bargaining Unit

See Bargaining Unit.

Arbitration

A method of settling disputes through recourse to an impartial third party. In the public sector the primary use of arbitration involves the interpretation of the terms of an existing contract. Occasionally, arbitration involves disputes over what the contract terms

ought to be. The arbitrator's decisions are final and binding on the parties. (Advisory arbitration is similar to fact finding, and the arbitrator's finding is only advisory to the parties.)

#### Bargaining Agent

The employee organization designated by an appropriate government agency or recognized voluntarily by the employer as the representative of all employees in the bargaining unit for purposes of collective bargaining. Such representation is usually exclusive of any other employee organization.

#### Bargaining Unit

Group of employees recognized by the employer or designated by an authorized agency as appropriate for representation by an organization for purposes of collective bargaining. "Appropriateness" is usually determined by a community of interests among the employees sought to be included.

#### Certification

Formal designation by a government agency of the organization selected by the majority of the employees in a supervised election to act as exclusive representative for all employees in the bargaining unit.

#### Collective Bargaining (Collective Negotiations)

A process by which an employee organization negotiates with an employer in good faith with a view toward reaching agreement on wages, hours and conditions of employment. The process does not require either party to agree to any particular proposal nor does it require the making of a concession.

### Community of Interest

A description of the criteria employed by a government agency to determine whether a group of employees sought to be represented by an employee organization constitutes an appropriate bargaining unit. Criteria may include similarity of skills, common supervision, common hours, wages and working conditions.

### Contract

See Agreement.

### Contract Bar

A denial of a request for a representation election by Union B based on the existence of a written, signed collective bargaining agreement with Union A, which meets certain technical requirements as to content.

### Decertification

Withdrawal by a government agency of an employee organization's official designation as exclusive negotiating representative, usually as a result of employee dissatisfaction.

### Dispute

Any disagreement between an employer and the employee organization which requires resolution in one way or another. Disputes may arise during contract negotiation and/or administration.

### Election

See Representation Election.

### Exclusive Representative

The employee organization designated as the only organization to bargain collectively for all employees (including non-members) in a



bargaining unit.

### Fact-Finding

Investigation of a labor dispute or bargaining impasse by an individual, panel or board. The fact-finder assembles and reports the facts, and may make recommendations for settlement.<sup>1</sup> Decisions are nonbinding.

### Grievance

Usually a complaint by an employee or employee organization alleging an incorrect or improper interpretation or application of a collective bargaining agreement or a violation of established union-management practices. Occasionally defined as any dispute over wages, hours, or working conditions.

### Grievance Procedure

Typically a formal plan, specified in collective bargaining agreement, which provides for the adjustment of grievances through discussion at progressively higher levels of authority in management and the employee organization, usually culminating in arbitration if not resolved.

### Impasse

A situation in collective bargaining which occurs when the employer and the employee organization, both negotiating in good faith, fail to reach agreement.

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<sup>1</sup> Fact-finding has been relied upon almost exclusively as the procedure for resolving disputes in the public sector. Often it is accompanied by an attempt to resolve the impasse through mediation either by the fact-finder or another third party.

### Injunction

A court order restraining individuals, groups or employee organizations from committing unlawful acts or acts which, in the court's opinion, will cause irreparable harm or endanger public health, safety or welfare.

### Jurisdictional Dispute

Conflict between two or more employee organizations over organizing or representing workers or whether a certain type of work should be performed by members of one organization or another.

### Management Prerogatives

Rights of a public employer which may be expressly reserved in a collective bargaining agreement or which may be removed from the scope of public collective bargaining by state law.

### Master Agreement

A single labor agreement covering employees in multiple bargaining units of one employer or covering employees of a group of employers in one bargaining unit.

### Mediation (Conciliation)

An attempt by an impartial third party to help in collective negotiations or in the settlement of an employment dispute through suggestion, advice, persuasion and/or other methods.<sup>2</sup>

### Multi-Employer Bargaining

Collective bargaining in the private sector between a union or

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<sup>2</sup> A very popular procedure in the public sector for the resolution of contract impasses. May be used singly or in combination with other impasse resolving procedures.

unions and a group of employers, usually represented by an employer association, resulting in a master agreement. In public education this would include several school district employers and one or more employee organizations meeting and conferring for purposes of collective bargaining (see Regional Collective Bargaining).

#### Multi-Unit Bargaining

Collective bargaining between a union or unions which represent(s) many bargaining units and an employer or group of employers.

#### National Educational Association (NEA)

Founded in 1857 as the National Teachers Association, the NEA functions as a professional organization. Representing the interests of instructional and non-instructional personnel, the NEA has a membership in excess of 1.7 million.

#### Ratification

Formal approval of a newly negotiated agreement, normally by vote of the organization members affected.

#### Recognition

Formal acknowledgement by a public employer that a particular employee organization has the right to represent employees in an appropriate bargaining unit.

#### Regional Collective Bargaining (Region-Wide Collective Bargaining)

Collective bargaining between one or more employers and employee organizations for the purpose of establishing wages, hours and working conditions for certain employees within a geographic area or district.

### Reopening Clause

Clause in a collective agreement stating the time or the circumstances under which negotiations can be requested, prior to the expiration of the contract, on specific subjects such as weekly salary.

### Representation Election

Election conducted to determine whether the employees in an appropriate unit (see Bargaining Unit) desire a labor organization to act as their exclusive representative.

### Ripple Effect

Impact of a negotiated salary increase or other economic benefit on employees of the same employer who are not in the same bargaining unit.

### Sanction

Action taken by an employee organization against an employer designed to bring pressure to bear upon the employer to reach a "favorable" settlement. Action may include (but not be limited to) mass meetings, boycotts, work-stoppages and organization expulsion of members who accept employment with the "sactioned" employer.

### Strike

Temporary stoppage of work by a group of employees to express a grievance, enforce a demand for changes in conditions of employment, obtain recognition, or resolve a dispute with management. "Wildcat Strike": a strike not sactioned by union and one which frequently violates the collective bargaining agreement. "Quickie Strike": a spontaneous or unannounced strike of short duration. "Slowdown": a

deliberate reduction of output without an actual strike in order to obtain concessions from the employer. "Sympathy Strike": strike of employees not directly involved in a dispute, but who wish to demonstrate employee solidarity or bring additional pressure on the employer involved. "Sitdown Strike": strike during which employees remain in the workplace, but refuse to work or allow others to do so. "Walkout": same as a strike.

### Strike Vote

Vote conducted among members of an employee organization to determine whether or not a strike should be authorized.

### Unfair Labor Practice

Action by either an employer or employee organization which violates certain provisions of national, state, or local labor relations acts.

### Union Security

Protection of a union's status by a provision in the collective bargaining agreement establishing a union shop, agency shop or maintenance-of-membership agreement.

Union Shop: The employer may hire anyone, but all employees must join the union within a specified time period, and must remain members as a condition of employment. A Modified Union Shop may exempt those already employed at the time the contract provision was negotiated.

Agency Shop: Requires all employees who do not join the union to pay a fixed amount, usually the equivalent of union dues, to the union as a condition of employment. The purpose of the money is to pay for

the agency services rendered by the union. This clause is sometimes referred to as an Agency Service Fee.

Maintenance-of-Membership: This contract provision requires that employees who are union members at the time the provision is negotiated, or who join the union during the life of the agreement, must maintain their union membership as a condition of employment.

#### Union Steward

An elected or appointed worker who carries out union duties, e.g., processes grievances, collects dues, recruits new members. While there are exceptions, the steward usually continues to work at his regular job.

#### Whipsawing

The tactic of negotiating with one employer at a time, using each negotiated gain as a bargaining lever against the next employer.



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